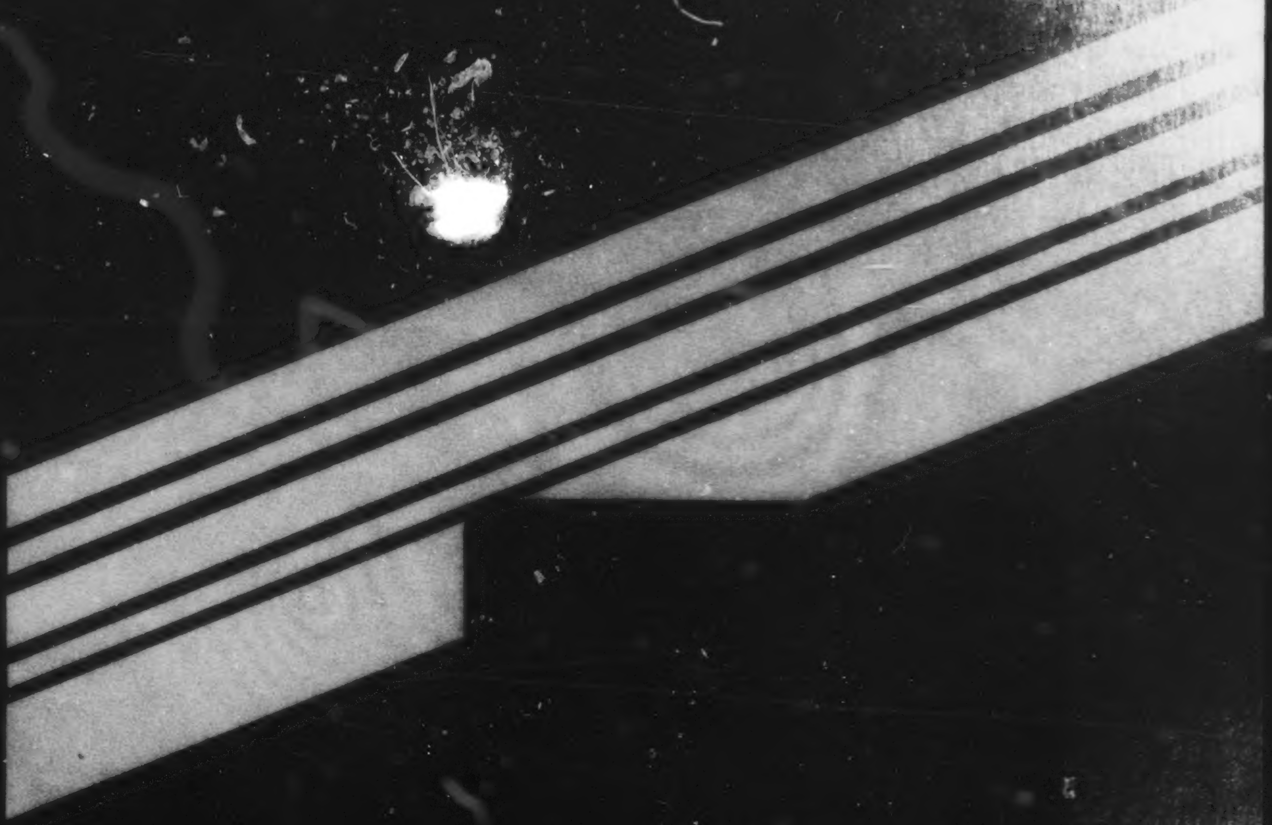
User Report



Aboriginal Policing Series

Solicitor General Canada
Ministry Secretariat

Canada

FIRST NATIONS POLICING TRIPARTITE AGREEMENTS

NO. 1992-10

This document has been compiled by officials in the Ministry of the Solicitor General of Canada and contains copies of tripartite policing agreements that have been concluded as of the date of publication.

The agreements are made available in the language that they were drafted including translations where they have been provided.

Cat: JS4-1/1992-10E
ISBN: 0-662-19780-1

TABLE OF CONTENTS

SECTION 1:

Akwesasne Policing Agreement

SECTION 2:

Betsiamites Policing Agreement

Section 3:

Ontario First Nations Policing Agreement

Section 4:

River Desert Policing Agreement

Section 5:

Six Nations Policing Agreement

SECTION 1

AKWESASNE POLICING AGREEMENT

BETWEEN:

THE GOVERNMENT OF AKWESASNE
as represented by the Mohawk Council of Akwesasne
(hereinafter referred to as "Akwesasne")

OF THE FIRST PART

- and -

THE GOVERNMENT OF CANADA
as represented by the Minister of Indian Affairs
and Northern Development
(hereinafter referred to as "Canada")

OF THE SECOND PART

- and -

THE GOVERNMENT OF QUEBEC
as represented by the Ministre de la Sécurité Publique,
the Ministre délégué aux Affaires autochtones
and the Ministre délégué aux
Affaires intergouvernementales canadiennes
(hereinafter referred to as "Quebec")

OF THE THIRD PART

- and -

THE GOVERNMENT OF ONTARIO
as represented by the Solicitor General
for the Province of Ontario
(hereinafter referred to as "Ontario)

OF THE FOURTH PART

WHEREAS the Mohawk people of Akwesasne have directed their government to strengthen law and order and to improve and clarify relations with the Sûreté du Québec and the Ontario Provincial Police; and

WHEREAS the parties are committed to working together to prevent and eliminate crime; and

WHEREAS the Mohawk Council of Akwesasne has been authorized by the people of Akwesasne to make provision for policing in that part of the territory of Akwesasne in which it has jurisdiction; and

WHEREAS it is in the best interests of the community of Akwesasne that operational, administrative, educational and training procedures be established to ensure that the quality of policing at Akwesasne is of a high standard; and

WHEREAS the parties hereto are committed to establishing high professional standards necessary for the proper performance of law enforcement duties by the special constables of the Akwesasne Mohawk Police; and

WHEREAS it is desirable to facilitate communications between the parties, and between the Akwesasne Mohawk Police and other police forces: and

WHEREAS the parties hereto wish to enhance and clarify the accountability of the Akwesasne Mohawk Police; and

WHEREAS the parties share the goals of harmony and peace within and between communities; and

WHEREAS the parties share the objective that the Mohawk people of Akwesasne shall have autonomous and independent policing services and that such services shall be provided by the Akwesasne Mohawk Police under the control of the people of Akwesasne.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1: GENERAL:

1.1 The purpose of this Agreement is to implement policing services in Akwesasne.

1.2 All parties agree in order to provide an appropriate and adequate police service that there shall be an increase in the number of special constables for the Akwesasne Mohawk Police. Accordingly, the number of special constables shall be increased from 10 to 15.

1.3 Any change to the number of special constables of the Akwesasne Mohawk Police appointed pursuant to subparagraph 2.1(d) shall be determined, if necessary, by the Akwesasne Police Commission, the Minister and the Commissioner acting in unison, having regard to the policing objectives set out in paragraph 6.7.

ARTICLE 2: DEFINITIONS:

2.1 In this Agreement, unless the context requires otherwise:

(a) The term "Akwesasne" means the Mohawk territory of Akwesasne over which the Council has jurisdiction;

(b) The term "Council" means the Mohawk Council of Akwesasne;

(c) The term "Commissioner" means the Commissioner of the Ontario Provincial Police Force;

(d) The term "Akwesasne Mohawk Police" means the First Nations constables selected pursuant to Article 1 of this agreement, and who are appointed Special Constables by the Minister under the Police Act of Quebec, by the Commissioner under the Police Act of Ontario, and by the Council by resolution to police the territory of Akwesasne;

(e) The term "Minister" means the Ministère de la Sécurité Publique of Quebec;

(f) The term "Ontario" means the Province of Ontario;

(g) The term "Parties" means Akwesasne, Canada, Québec and Ontario;

(h) The term "Quebec" means Quebec; and

(i) The term "Special Constables" includes the chief and other supervisory members and the special constables of the Akwesasne Mohawk Police.

2.2 The Akwesasne Police Commission referred to in this Agreement is not a police commission as designated in the Police Act of Quebec, and as such does not bind the Government of Quebec under the provisions of that Act.

ARTICLE 3: FUNDING PARTICIPATION:

3.1 The Government of Quebec, for the purpose of ensuring adequate policing services throughout Quebec, is prepared to contribute to the cost of, and to support and assist the Akwesasne Mohawk Police.

3.2 The contribution of Quebec and Ontario toward the cost of the Akwesasne Mohawk Police set out in Schedule "A" of this Agreement shall be shared in a ratio corresponding to the population of Akwesasne residing in each Province: for Quebec the population residing in Chenail and St. Régis and for Ontario the population residing on Cornwall Island. For the purpose of this Agreement, the ratio shall be two-thirds for Quebec and one-third for Ontario.

3.3 Beginning in the fiscal year for April 1, 1990 to March 31, 1991, the Government of Canada shall contribute $588,000.00 for each of the fiscal years 1990/91, 1991/92 and 1992/93. This amount shall be indexed for inflation, as set out in Schedule "B", for the fiscal years ending March 31, 1992 and March 31, 1993.

3.4 The total of Quebec's contribution pursuant to this Agreement for the year ending March 31, 1991 shall be $274,802.00. This amount shall be indexed for inflation, as set out in Schedule "B", for the fiscal years ending March 31, 1992 and March 31, 1993.

3.5 The total of Ontario's contribution pursuant to this Agreement for the year ending March 31, 1991 shall be $137,401.00. This amount shall be indexed for inflation, as set out in Schedule "B", for the fiscal years ending March 31, 1992 and March 31, 1993.

3.6 The annual contribution of Canada shall be provided to Ontario and Quebec by the delivery of equal quarterly cheques in the proportion of two-thirds (2/3) for Quebec and one-third (1/3) for Ontario, with payments made in the first week of April, July, October, and January for each year of this Agreement.

3.7 Notwithstanding the provisions of paragraph 3.6, in recognition of the unique geographical location and policing needs of Akwesasne, the portion of the contribution of Canada representing the difference between the total funding and the estimated budget, as set out in Schedule "A", shall be provided to the Council pursuant to a Contribution Agreement.

3.8 The portion of contributions by Quebec and Ontario for administration fees from direct operating expenses shall be paid to the Council in four equal quarterly instalments in each year, with the first payments made in the first week of April, July, October and January for each year of this Agreement.

3.9 The maximum contributions payable pursuant to this Agreement, as agreed to by the parties, are set out in Schedule "A" to this Agreement. Payments made by Quebec, Ontario and Canada will be dependent upon the actual costs of the Akwesasne Policing arrangement where the actual cost is less than the estimated cost. Subject to Paragraph 3.7 and the terms of the Contribution Agreement thereunder, in the event that the actual cost is less than the estimated cost, the Akwesasne Police Commission may apply to the Subcommittee on Interim Administration for a reallocation of funds before the fiscal year ends for additional policing expenditure.

3.10 Subject to Paragraphs 3.4 and 3.5, the amounts expended by Ontario and Quebec during the term of this Agreement shall be adjusted at the end of each fiscal year to ensure that such costs are borne in the proportions set out in Paragraph 3.2.

3.11 Payments made pursuant to this Agreement shall be made by cheque drawn on the account of the Receiver General for Canada, the Minister of Finance for Quebec, the Treasurer of Ontario, or the Council.

ARTICLE 4: SALARY AND BENEFITS:

4.1 Canada, Quebec and Ontario are prepared to share in the salary and benefit cost of the Akwesasne Mohawk Police as set out in Schedule "A" to this Agreement.

4.2 Subject to Article 3, the portion of contributions by Quebec and Ontario in respect of salaries and benefits as set out in Schedule "A" to this Agreement will be paid directly by Ontario and Quebec to the Council in four equal quarterly instalments in each year, with payments made in the first week of April, July, October, and January for each year of this Agreement.

4.3 Notwithstanding the preceding provisions, the Council shall determine and pay the salary and benefits of special constables and other staff of the Akwesasne Mohawk Police.

4.4 Paragraph 4.3 shall not be interpreted so as to require Quebec, Ontario or Canada to provide any funds in respect of salaries and benefits in addition to those set out in Schedules "A" and "E".

4.5 The Council shall, upon request and at all reasonable times, provide to representatives of Quebec, Ontario or Canada access to the accounting and other records of the Council with respect to the financial operations of the Akwesasne Mohawk Police, including any resolutions authorizing the expenditure of money pursuant to this Agreement or relating to salaries and benefits of special constables or staff of the Akwesasne Mohawk Police.

4.6 The Council shall provide, upon request, to representatives of Quebec or Ontario, a copy, certified by the Council's administrator or manager, of any document or record of expenditure related to salaries and benefits of the special constables or staff of the Akwesasne Mohawk Police.

4.7 Within four months after March 31 in the years 1991, 1992 and 1993, the Council shall transmit to the other parties an audit report from a chartered accountant on the financial operations of the Akwesasne Mohawk Police, including, if required, an accounting of revenues and expenses and a balance sheet, as well as a detailed accounting of the expenditures of contributions made for salaries and benefits pursuant to this Agreement. The obligation imposed by this paragraph shall not expire upon the termination of this Agreement in 1993.

4.8 The Council shall present to the Akwesasne Police Commission and to the Subcommittee on Interim Administration a quarterly report of salary and benefit expenditures.

4.9 On or before January 1 of each year during the term of this Agreement, the Akwesasne Police Commission shall present to the Subcommittee on Interim Administration an annual budget, which shall include figures showing the proportion of the total budget of the Akwesasne Mohawk Police allocated for salaries and benefits.

4.10 The Council shall be responsible for providing and paying for adequate insurance coverage including liability and accident insurance, for the Akwesasne Mohawk Police.

4.11 The Council shall be responsible for providing and paying for any and all benefits including pension benefits for the Akwesasne Mohawk Police.

ARTICLE 5: DIRECT OPERATING EXPENSES

5.1 Canada, Quebec and Ontario are prepared to share in the direct operating expenses in the amounts as set out in schedule "A" to this Agreement.

5.2 Where the Akwesasne Mohawk Police require equipment, including all modes of transportation and communications, uniforms and firearms, the Akwesasne Police Commission shall make a request for the equipment to the Subcommittee on Interim Administration, which may decide that the equipment be provided through the procurement systems of the Sûreté du Québec or the Ontario Provincial Police or from some other source.

5.3 Direct operating expenses shall be controlled in accordance with the Quebec and/or Ontario procurement system as decided by them. In so doing the Minister and the Commissioner shall take into account the estimated costs described on schedule "C" to this Agreement.

5.4 Quebec and Ontario agree to provide the Akwesasne Police Commission and the Subcommittee on Interim Administration, a quarterly report of expenditures of funds allocated pursuant to this Agreement concerning training, equipment and other operational expenses for the Akwesasne Mohawk Police.

ARTICLE 6: STEERING COMMITTEE

6.1 The parties agree that the Steering Committee has been created to facilitate a transfer of the supervision of the policing function at Akwesasne to the Akwesasne Police Commission and that during the term of this Agreement, the responsibilities of the Steering Committee may be reduced and the responsibilities of the Akwesasne Police Commission may be increased commensurate with this objective.

6.2 The Steering Committee shall consist of two subcommittees, with members appointed by their respective authorities. The subcommittees shall be called the Subcommittee on Interim Administration and the Subcommittee on Operations.

(a) The Subcommittee on Interim Administration shall consist of:

(i) One representative of the Council or of the Akwesasne Police Commission; and

(ii) One representative of the Sûreté du Québec; and

(iii) One representative of the Ontario Provincial Police.

(b) The Subcommittee on Operations shall consist of:

(i) The Chief from the Council who is responsible for Justice; and

(ii) One representative duly appointed by the Sûreté du Québec; and

(iii) One representative duly appointed by the Ontario Provincial Police.

6.3 The duties of the Subcommittee on Interim Administration shall be generally to oversee the function of policing at Akwesasne during the term of this Agreement.

6.4 The Akwesasne Police Commission or the Subcommittee on Interim Administration may:

(a) Audit the Akwesasne Mohawk Police in relation to its management and policy operations; or

(b) Review and evaluate the performance, training needs and conduct of all special constables of the Akwesasne Mohawk Police; or

(c) Prepare plans or recommend any changes or remedial steps that are desirable.

6.5 The Subcommittee on Interim Administration shall confer as frequently as it determines desirable, both in person and by telephone conference, but shall meet in person at least once every three months.

6.6 The Subcommittee on Interim Administration shall review and approve the budget produced pursuant to Paragraph 4.9, on or before January 30th of each year during the term of this Agreement.

6.7 The Subcommittee on Interim Administration, in consultation with the Akwesasne Police Commission, shall identify the policing objectives for Akwesasne, and the Police Commission shall, consistent with those objectives, assign to the Akwesasne Mohawk Police such law enforcement duties as it sees fit.

6.8 Where the Akwesasne Police Commission, after completion of a process which satisfies the requirements of natural justice, has determined that the constable status of a special constable of the Akwesasne Mohawk Police should be withdrawn, the Subcommittee on Interim Administration shall be informed of that determination and the reasons therefor, and may investigate the circumstances more fully, and shall report its recommendations to the Council, Quebec and Ontario for their action.

6.9 Prior to deciding whether or not to withdraw constable status from a Special Constable of the Akwesasne Mohawk Police, the Minister, and the Commissioner shall consult with the Akwesasne Police Commission and the Subcommittee on Interim Administration.

6.10 The Subcommittee on Interim Administration shall prepare an annual report on policing at Akwesasne which it shall provide to the parties to this Agreement by March 1st in each year during the term of this Agreement.

6.11 The three members of the Subcommittee on Interim Administration constitute a quorum.

ARTICLE 7: SUBCOMMITTEE ON OPERATIONS:

7.1 The Subcommittee on Operations shall provide advice to the Akwesasne Police Commission on operational, administrative and educational policing matters, including the identification of police training needs.

7.2 The Subcommittee on Operations shall prepare an annual report which it shall provide to the parties by March 1st in each year during the term of this Agreement.

7.3 The three members of the Subcommittee on Operations constitute a quorum.

7.4 The Subcommittee on Operations shall confer as frequently as it determines desirable, both in person and by telephone conference, but shall meet in person at least once every three months.

ARTICLE 8: LIAISON OFFICERS:

8.1 The Sûreté du Québec and the Ontario Provincial Police shall each designate a liaison officer.

8.2 The duties of the Liaison Officers for the Sûreté du Québec or the Ontario Provincial Police are set forth in their respective job description. Any change to these job descriptions after the coming into force of this Agreement shall have effect for the purposes of this Agreement.

8.3 As determined by the Subcommittee on Operations, the Akwesasne Mohawk Police will be required to attend detachment planning meetings with the Sûreté du Québec and the Ontario Provincial Police.

ARTICLE 9: MISCELLANEOUS PROVISIONS:

9.1 The parties agree in the interest of the community that the Akwesasne Mohawk Police is to enforce all laws in force within their jurisdiction.

9.2 The parties agree to support the Akwesasne Mohawk Police in the carrying out their duties, and each party agrees to fulfil their obligations under this Agreement in good faith.

9.3 The parties agree to work together to review and develop a code of conduct, operational guidelines, a civilian complaint procedure and a disciplinary process for the Akwesasne Mohawk Police.

9.4 Notwithstanding the provisions of Paragraphs 9.3, 10.4 and 11.1, the Akwesasne Police Commission undertakes to negotiate an Agreement concerning the code of conduct with the Ministere de la Sécurite Publique.

9.5 It shall be the duty of a special constable of the Akwesasne Mohawk Police to keep the peace, prevent crime and enforce the law.

9.6 No party to this Agreement shall interfere in any individual case or in the investigative or prosecutorial process.

9.7 The Sûreté du Québec and the Ontario Provincial Police shall provide all reasonable support to the Akwesasne Mohawk Police and, in particular, shall provide assistance in the investigation of serious crimes as determined by the Subcommittee on Operations.

9.8 The special constables of the Akwesasne Mohawk Police shall receive training either at the Institut de Police du Québec, or at the Ontario Police College, or at the Ontario Provincial Police Academy, or through local detachments of the Sûreté du Québec and the Ontario Provincial Police, or at other locations and agencies approved by the Subcommittee on Interim Administration in consultation with the Akwesasne Police Commission.

9.9 Nothing in this Agreement shall be construed so as to preclude the Minister from discharging his duties under the Police Act of Quebec or under the statutory or civil law of Quebec or Canada.

9.10 Nothing in this Agreement shall be construed so as to preclude the Commissioner from discharging his duties under the Police Act of Ontario or under the statutory or common law of Ontario or Canada.

9.11 Nothing in this Agreement shall be construed so as to preclude the Council from discharging its duties under the Indian Act of Canada or under the statutory or common law of Canada.

9.12 Nothing in this Agreement shall be so construed as to affect, prejudice or derogate from aboriginal, treaty, constitutional or any other rights, privileges or freedoms which have accrued to or may accrue to the Mohawk people of Akwesasne regardless of whether such rights, privileges and freedoms are recognized, established and defined before or after the execution of this Agreement.

ARTICLE 10: AKWESASNE POLICE COMMISSION:

10.1 There shall be an Akwesasne Police Commission whose members shall be appointed by the Council to serve for a term of three years. There shall be a maximum of eight members, with representation as follows:

(a) A chief of the Council to serve as Chairperson of the Commission. The Chairperson shall not have a vote in the decisions of the Akwesasne Police Commission; and

(b) Two community members from the district of Chenail; and

(c) Two community members from the Village of St.Régis; and

(d) Two community members from Cornwall Island; and

(e) One community member from the portion of Akwesasne that is in the United States.

10.2 The Akwesasne Police Commission shall be guided in the conduct of its affairs by the Charter of the Akwesasne Police Commission set out in Schedule "D" to this Agreement.

10.3 The Akwesasne Police Commission shall prepare an annual report on its operations and shall provide copies of that report to each party to this Agreement and to the Subcommittee on Interim Administration, within four months after March 31 in the year 1991, 1992 and 1993. The obligation imposed by this paragraph shall not expire upon the termination of this Agreement in 1993.

10.4 The Akwesasne Police Commission shall implement a Code of Conduct, operational guidelines, a civilian complaint procedure and a disciplinary process for the Akwesasne Mohawk Police.

10.5 The community members of the Commission shall not be elected members of the Council.

ARTICLE 11: TERMS AND CONDITIONS OF EMPLOYMENT:

11.1 Once the code of conduct, complaint and disciplinary procedures and operational guidelines described in paragraph 9.3 of this Agreement have been adopted by the Akwesasne Police Commission, special constables of the Akwesasne Mohawk Police shall sign as a condition of employment or of continuation of employment, acceptance of such code of conduct, complaint and disciplinary procedures.

ARTICLE 12: COMING INTO FORCE:

12.1 This Agreement shall be approved by each of the parties hereto.

12.2 This Agreement shall enter into force on the 1st day of April 1990.

ARTICLE 13: TERMINATION

13.1 This Agreement shall expire on March 31, 1993.

ARTICLE 14: RENEWAL

Subject to approvals required by law, this Agreement may be renewed or extended on terms and conditions agreed to in writing by the parties hereto.

ARTICLE 15: MODIFICATION

Subject to approvals required by law, this Agreement may be amended prior to its expiration upon terms in writing agreed to by all parties.

IN WITNESS WHEREOF, the undersigned, duly authorized to that effect, have signed this Agreement.
Done in quadruplicate, at Quebec ,
this 28th day of June , 1990.

Done in the English, French languages, each version being equally authentic.

ON BEHALF OF THE MOHAWK
COUNCIL OF AKWESASNE

ON BEHALF OF QUEBEC, LE
MINISTRE DE LA SECURITE
PUBLIQUE

AND BY

LE MINISTRE DÉLÉGUÉ AUX
AFFAIRES AUTOCHTONES

AND BY

LE MINISTRE DÉLÉGUÉ AUX
AFFAIRES INTER-
GOUVERNEMENTALES
CANADIENNES

ON BEHALF OF CANADA, THE
MINISTER OF INDIAN AFFAIRS
AND NORTHERN DEVELOPMENT

ON BEHALF OF ONTARIO, THE
SOLICITOR GENERAL

AND BY

THE MINISTER RESPONSIBLE
FOR NATIVE AFFAIRS

SCHEDULE A

AKWESASNE POLICING AGREEMENT

ESTIMATED EXPENDITURES (15 SPECIAL CONSTABLES)

FOR THE YEAR APRIL 1, 1990 TO MARCH 31, 1991

	ONTARIO GOVT	QUEBEC GOVT	FEDERAL GOVT	ESTIMATED TOTAL	FUNDING DIRECTLY TO AKWESASNE
SALARY & BENEFITS	103,801	207,602	446,597	758,000	758,000
DIRECT OPERATION EXPENSES	33,600	67,200	109,200	210,000*	26,000
	137,401	274,802	555,797	968,000	___
OPERATING CONTINGENCY	___	___	32,203	32,203**	32,203
	137,401	274,802	588,000	1,000,203	816,203

* A sum of $26,000 for the administration fees from the direct operating expense budget shall be sent directly by Quebec and Ontario to the Mohawk Council of Akwesasne to be used for the operations of the Akwesasne Mohawk Police.

** This amount shall be sent directly by Canada to the Mohawk Council of Akwesasne to be used for the operation of the Akwesasne Mohawk Police.

Schedule B

The indexing of the amounts referred to in Paragraphs 3.3, 3.4 and 3.5 is done by multiplying the amounts by the ratio $\frac{A}{B}$

where A is the Consumer Price Index for the 12 month period that ended on September 30 next before that year, and

B is the Consumer Price Index for the 12 month period immediately preceding the period mentioned in the description of A.

and for this purpose it is understood that the Consumer Price Index for any 12 month period is the result arrived at by:

a) aggregating the Consumer Price Index, as published by Statistics Canada under the authority of the Statistics Act adjusted in such manner as may be prescribed, for each month in that period;

b) dividing the aggregate obtained under paragraph (a) by twelve; and

c) rounding the result obtained under paragraph (b) to the nearest one-thousandth or, where the result obtained is equidistant from two consecutive one-thousandths, to the higher thereof.

Schedule C

AKWESASNE POLICING AGREEMENT

DETAILED ESTIMATED EXPENDITURES (15 SPECIAL CONSTABLES)

FOR SALARY, BENEFITS AND D.O.E.

FOR THE YEAR APRIL 1, 1990 TO MARCH 31, 1991

SALARY AND BENEFITS

Salary	600,000	
Benefits	88,000	
Overtime, Statutory Holiday & Shift Premium	70,000	
		758,000

DIRECT OPERATION EXPENSES (D.O.E.)

Training	$17,000	
Liaison & Coach Officer	22,000	
Administrative (GHQ Unit)	50,000	
Transportation & Communications	13,000	
Service & Rentals	40,000	
Supplies & Equipment	68,000	
		210,000
ESTIMATED TOTAL		968,000

CHARTER OF THE AKWESASNE POLICE COMMISSION

COMPOSITION:

The Akwesasne Police Commission consists of seven community members including two representatives from each district of Cornwall Island, St. Regis Village and Snye. There is one representative from the American portion of the territory. The Commission is also comprised of one Chief of the Mohawk Council of Akwesasne who serves as Chairperson. The Chairperson has no voting powers.

The Police Commission is comprised of two working committees: A Discipline Board made up of three Commission members and a Selection Board also consisting of three Commission members.

SELECTION OF MEMBERS:

- Police Commission members are selected and appointed by the Mohawk Council of Akwesasne through an informal selection process.
- Members are selected on the basis of their good character, credibility and reputation in the Akwesasne community.
- Members must have an adequate educational background and possess an interest in policing matters.
- Individuals with a criminal record relating to an indictable offence are not eligible for membership.

TENURE:

- The appointment of Police Commission members is for a term of three years.
- Members are eligible for reappointment.

DISMISSAL:

Members are subject to dismissal from the Police Commission if they:

a) are convicted of an indictable offence in Canada or a felony in the United States during the term of their appointment;

b) are suspected on reasonable grounds of being involved in illicit activities on or off the territory of Akwesasne;

c) breach the Oath of Condifentiality;

d) fail to attend three consecutive general meetings without a valid reason.

A new member is to be appointed to the vacated position within thirty (30) days of the dismissal date.

MEETINGS:

- Police Commission meetings are held at least once a month and as required.
- Minutes of all meetings are recorded.
- Meetings are closed to the public unless otherwise directed by the commission.

QUORUM:

Five voting members of the Commission constitute a quorum.

FUNCTIONS OF THE COMMISSION:

The duties and functions of the Akwesasne Police Commission are to:

a) subject to the Agreement coming in to force on April 1st, 1990, between the Government of Akwesasne, the Government of Canada, the Government of Quebec and the Government of Ontario, oversee the general administration and direction of the Akwesasne Mohawk Police;

b) establish policing priorities in accordance with community needs and concerns;

c) develop and conduct programs of public information and education relating to community policing issues;

d) establish criteria and procedures for the selection of special constables for the Akwesasne Mohawk Police;

e) establish a formal reporting system to be followed by the Akwesasne Mohawk Police;

f) recommend specialized training requirements for police trainees and officers and for individuals appointed to the position of Chief of Police and Supervisor;

g) initiate inquiries into allegations of police misconduct and undertake disciplinary action against special constables found in violation of the Code of conduct;

h) establish and initiate grievance procedures for special constables who allege unfair treatment by a supervisor or the chief of Police;

i) establish guidelines and enter into agreements regarding the involvement of the Ontario Provincial Police, the Surete du Quebec and other law enforcement agencies in police operational matters on the territory of Akwesasne;

j) seek assistance and advice from the Police Advisory Board composed of the chief from the Mohawk Council who is responsible for justice, and representatives from the Ontario Provincial Police Force and the Surete du Quebec;

k) develop an administrative scheme for the tenure, remuneration, benefits and other conditions of the Akwesasne Mohawk Police.

DECISIONS RENDERED:

Decisions of the Police Commission are rendered by a simple majority vote of the members.

All decisions rendered by the Police Commission are final, subject to the disciplinary procedures set out in the Code of conduct.

Schedule E

The parties to the Akwesasne Policing Agreement (Agreement) are hereby advised that if the Mohawk Council of Akwesasne (Council) uses the Ontario Provincial Police salary scale to pay the special constables and the chief of the Akwesasne Mohawk Police, the actual budget and the budgets covering this Agreement will not suffice and the Council, over time, will run out of funds.

The Ministère de la Sécurité publique of Quebec and the Sûreté du Québec which to emphasize that they will not invest additional funds in order to offset any deficit. The budget, as set out in Schedule "A", concerning the salaries and fringe benefits is calculated using the maximum salary scale as well as fringe benefits applicable to the special constables hired by the Sûrete du Québec through its Native Police Program multiplied by a factor of 10 plus two thirds of the salary of a Class II Secretary at the salary scale of the Government of Quebec.

In addition, we would like to mention that an amount of $12,000 per annum is part of the funding provided by Quebec concerning salaries and fringe benefits in order to cover the costs of the salaries and benefits of two radio dispatchers. This amount of $12,000 per annum will be allocated for a maximum period of 24 months, after which an adequate telephone system will be installed.

Done in Sainte-Foy this 15 day of June 1990.

For the Ministère de la Sécurite
publique du Québec

ENTENTE SUR LES SERVICES DE POLICE D'AKWESASNE

ENTRE :

LE GOUVERNEMENT D'AKWESASNE,
représenté par le conseil mohawk d'Akwesasne
(ci-après appelé Akwesasne)

PARTIE DE PREMIÈRE PART

et

LE GOUVERNEMENT DU CANADA,
représenté par le ministère des
Affaires indiennes et du Nord canadien,
(ci-après appelé le "Canada")

PARTIE DE DEUXIÈME PART

et

LE GOUVERNEMENT DU QUÉBEC,
représenté par le ministre de la Sécurité publique,
le ministre délégué aux Affaires autochtones et
le ministre délégué aux
Affaires intergouvernementales canadiennes
(ci-après appelé le "Québec")

PARTIE DE TROISIÈME PART

et

LE GOUVERNEMENT DE L'ONTARIO,
représenté par le Solliciteur général de l'Ontario
(ci-après appelé l'"Ontario")

PARTIE DE QUATRIÈME PART

ATTENDU QUE les Mohawks d'Akwesasne ont enjoint leur gouvernement de renforcer le maintien des lois et de l'ordre ainsi que d'améliorer et de préciser leurs relations avec la Sûreté du Québec et la Police provinciale de l'Ontario; et

ATTENDU QUE les parties s'engagent à travailler ensemble afin de prévenir et d'éliminer le crime; et

ATTENDU QUE les Mohawks d'Akwesasne ont autorisé le conseil Mohawk d'Akwesasne à pourvoir des services de police dans la partie du territoire d'Akwesasne qui relève de sa compétence; et

ATTENDU QU'IL est dans les meilleurs intérêts de la communauté d'Akwesasne d'établir des procédures en matière de fonctionnement, d'administration, d'éducation et de formation afin d'assurer des services de police de grande qualité à Akwesasne; et

ATTENDU QUE les parties s'engagent à établir des normes professionnelles élevées qui permettront aux constables spéciaux de la police mohawk d'Akwesasne de faire respecter l'application de la loi; et

ATTENDU QU'IL est souhaitable de faciliter les communications entre les parties ainsi qu'entre la police mohawk d'Akwesasne et les autres forces policières; et

ATTENDU QUE les parties désirent renforcer et préciser l'obligation de rendre compte de la police mohawk d'Akwesasne; et

ATTENDU QUE les parties partagent les objectifs de paix et d'harmonie au sein de la communauté et avec les autres communautés; et

ATTENDU QUE les parties partagent l'objectif que les Mohawks d'Akwesasne disposent des services de police autonomes et indépendants et que ceux-ci soient assurés par la police mohawk d'Akwesasne sous le contrôle du peuple d'Akwesasne.

EN FOI DE QUOI, les parties à la présente Entente conviennent en considération de leurs mutuels accords de ce qui suit :

ARTICLE 1 - DISPOSITIONS GÉNÉRALES

1.1 La présente Entente a pour objet l'implantation des services policiers à Akwesasne.

1.2 Toutes les parties acceptent que la police mohawk d'Akwesasne a besoin d'un plus grand nombre de constables spéciaux afin d'assurer un service de police approprié et adéquat. Par conséquence, le nombre de constables spéciaux est augmenté de 10 à 15.

1.3 À la lumière des objectifs fixés conformément au paragraphe 6.7, toute modification, si nécessaire, dans le nombre de constables spéciaux à nommer aux termes de l'alinéa 2.1(d) requiert l'approbation de la Commission de police d'Akwesasne, du Ministre et du Commissaire.

ARTICLE 2 - DÉFINITIONS

2.1 Aux fins de la présente Entente, à moins que le contexte n'indique une interprétation différente:

a) le terme "Akwesasne" désigne le territoire Mohawk d'Akwesasne sur lequel le conseil a juridiction;

b) le terme "Conseil" désigne le conseil Mohawk d'Akwesasne;

c) le terme "Commissaire" désigne le Commissaire de la Police provinciale de l'Ontario;

d) le terme "Police Mohawk d'Akwesasne" désigne les constables de police des Premières Nations qui ont été choisis aux termes de l'article 1 de la présente Entente et qui ont été nommés constables spéciaux par le Ministre en vertu de la Loi de police du Québec, par le Commissaire, en vertu de la Loi de police de l'Ontario, et par le conseil, par voie de résolution, et qui patrouillent le territoire d'Akwesasne;

e) le terme "Ministre" désigne le ministre de la Sécurité publique du Québec;

f) le terme "Ontario" désigne la Province de l'Ontario;

g) Le terme "Parties" désigne Akwesasne, le Canada, le Québec et l'Ontario;

h) le terme "Québec" désigne le Québec; et,

i) le terme "constables spéciaux" comprend le chef, les autres titulaires de postes de direction et les constables spéciaux de la police mohawk d'Akwesasne.

2.2 La Commission de police d'Akwesasne visée par la présente Entente n'est pas une Commission de police au sens de la Loi de police du Québec, et par conséquent, aux termes de cette loi, le Québec n'est pas lié par cette Commission.

ARTICLE 3 - FINANCEMENT

3.1 Désireux d'assurer des services de police adéquats à l'échelle du Québec, le gouvernement du Québec consent à partager le coût de fonctionnement de la police mohawk d'Akwesasne, de l'assister et de lui prêter main forte.

3.2 Le Québec et l'Ontario doivent se partager le coût de fonctionnement de la police mohawk d'Akwesasne, ainsi qu'il est prévu à l'annexe "A" de la présente Entente, dans des proportions égales à la population d'Akwesasne résidant dans chaque province: à savoir la population de Chenail et de Saint-Régis pour le Québec et celle de Cornwall Island pour l'Ontario. Aux fins de la présente Entente, ces proportions sont établies à deux tiers pour le Québec et à un tiers pour l'Ontario .

3.3 À compter de l'année financière débutant le 1^er^ avril 1990 et se terminant le 31 mars 1991, et pendant les années 1990-1991, 1991-1992 et 1992-1993, la contribution annuelle du Canada se chiffrera à 588 000 $. Ce montant sera indexé pour l'inflation selon la méthode prévue à l'annexe "B" pour les années financières se terminant le 31 mars 1992 et le 31 mars 1993.

3.4 La contribution totale du Québec, conformément à la présente Entente se chiffrera à 274 802 $ durant l'année financière se terminant le 31 mars 1991. Ce montant sera indexé pour l'inflation selon la méthode prévue à l'annexe "B" pour les années financières se terminant le 31 mars 1992 et le 31 mars 1993.

3.5 La contribution totale de l'Ontario, conformément à la présente Entente se chiffrera à 137 401 $ durant l'année financière se terminant le 31 mars 1991. Ce montant sera indexé pour l'inflation selon la méthode prévue à l'annexe "B" pour les années financières se terminant le 31 mars 1992 et le 31 mars 1993.

3.6 La contribution annuelle du Canada est remise au Québec et à l'Ontario dans des proportions respectives de deux tiers (2/3) et de un tiers (1/3). Les fonds sont versés par chèque en quatre versements trimestriels égaux. Les versements payables la première semaine d'avril, de juillet, d'octobre et de janvier pour chaque année de la présente Entente.

3.7 Nonobstant les dispositions du paragraphe 3.6, compte tenu de la situation géographique particulière du territoire d'Akwesasne ainsi que de ses besoins de services policiers, la contribution du Canada représentant la différence entre le financement total accordé et le budget estimé tel qu'établi à l'annexe "A", est versée au conseil aux termes d'une entente de Contribution.

3.8 Le Québec et l'Ontario paient au conseil leur part des frais d'administration liés aux coûts directs de fonctionnement en quatre versements trimestriels égaux. Les versements sont payables la première semaine d'avril, de juillet, d'octobre et de janvier pour chaque année de la présente Entente.

3.9 Les contributions maximales dont les parties ont convenu en application de la présente Entente sont ventilées à l'annexe "A". Le montant des paiements versés par le Québec, l'Ontario et le Canada correspond au montant des coûts réels à la présente lorsque ces coûts sont inférieurs aux coûts prévus. Sous réserve du paragraphe 3.7 et des conditions de l'entente de Contribution, dans le cas où les coûts réels seraient inférieurs aux coûts prévus, la Commission de police d'Akwesasne peut soumettre une demande au Sous-comité intérimaire de l'Administration afin que les fonds soient réalloués avant la fin de l'année financière à des dépenses additionnelles reliées au maintien de l'ordre.

3.10 Sous réserve des paragraphes 3.4 et 3.5, à la fin de chaque année visée par la présente Entente, on réajustera au besoin les montants engagées par l'Ontario et le Québec afin que les dépenses soient partagées dans les proportions prévues au paragraphe 3.2.

3.11 Les paiements versés aux termes de la présente Entente doivent prendre la forme de chèques émis par le Receveur général du Canada, le ministre des Finances du Québec, le Trésorier de l'Ontario ou le conseil.

ARTICLE 4 - SALAIRES ET AVANTAGES SOCIAUX

4.1 Le Canada, le Québec et l'Ontario consentent à se partager le coût des salaires et des avantages sociaux applicables à la police mohawk d'Akwesasne, tel qu'il est établi à l'annexe "A".

4.2 Sous réserve de l'article 3, la portion de la contribution du Québec et de l'Ontario destinées aux salaires et aux avantages sociaux conformément à l'annexe "A" doit être versée directement au conseil en quatre versements trimestriels égaux. Les versements sont payables la première semaine d'avril, de juillet, d'octobre et de janvier pour chaque année de la présente Entente.

4.3 Nonobstant les dispositions précédentes, il incombe au conseil de fixer et de payer le salaire et les avantages sociaux des constables spéciaux et des autres employés de la police mohawk d'Akwesasne.

4.4 Le paragraphe 4.3 ne peut être interprété de façon à exiger du Québec et de l'Ontario ou du Canada des fonds supplémentaires à ceux prévus aux annexes "A" et "E" aux fins des salaires et des avantages sociaux.

4.5 En tout temps convenable, le conseil doit, à la demande des représentants du Québec, de l'Ontario ou du Canada, fournir les registres et les autres pièces comptables concernant les activités financières de la police mohawk d'Akwesasne. Cette disposition s'applique aussi aux résolutions autorisant le paiement des salaires et des avantages sociaux des constables spéciaux ou d'autres employés de la police mohawk d'Akwesasne ainsi qu'aux résolutions autorisant d'autres dépenses aux termes de la présente Entente.

4.6 Sur demande, le conseil doit remettre aux représentants du Québec ou de l'Ontario copie de tout registre des dépenses liées aux salaires et aux avantages sociaux des constables spéciaux ou des autres employés de la police mohawk d'Akwesasne. Les copies doivent être attestées par l'administrateur compétent du conseil.

4.7 Dans les quatre mois suivant la fin de chaque année financière visée par la présente Entente, soit le 31 mars 1991, 1992 et 1993, le conseil doit acheminer aux autres parties un rapport de vérification des activités financières de la police mohawk d'Akwesasne, lequel doit être préparé par un comptable agréé. Au besoin, il devra également fournir un état des revenues et des dépenses, un bilan et un rapport comptable circonstancié de l'utilisation des fonds reçus aux fins des salaires et des avantages sociaux. Le conseil devra continuer de remplir cette obligation même après l'échéance de la présente Entente en 1993.

4.8 Le conseil doit remettre à la Commission de police d'Akwesasne et au sous-comité intérimaire de l'administration un rapport trimestriel des dépenses liées aux salaires et aux avantages sociaux.

4.9 Au plus tard le 1er janvier de chaque année visée par la présente Entente, la Commission de police d'Akwesasne doit présenter un budget annuel au sous-comité intérimaire de l'administration. La Commission doit y indiquer la somme du budget total de la police mohawk d'Akwesasne qui est affectée aux fins des salaires et des avantages sociaux.

4.10 Le conseil doit fournir et payer, pour les membres de la police mohawk d'Akwesasne, des assurances suffisantes contre les risques, notamment une assurance-responsabilité et une assurance-accidents.

4.11 Le conseil doit offrir des régimes d'avantages sociaux, y compris des régimes de retraite, aux membres de la police mohawk d'Akwesasne et il doit en payer les primes.

ARTICLE 5 - COÛTS DIRECTS DE FONCTIONNEMENT

5.1 Le Canada, le Québec et l'Ontario acceptent de se partager les coûts directs de fonctionnement ainsi qu'ils sont établis à l'annexe "A" de la présente Entente.

5.2 Lorsque la police mohawk d'Akwesasne a besoin d'équipement, entre autres de véhicules, de systèmes de communication, d'uniformes et d'armes à feu, la Commission de police doit en présenter la demande au sous-comité intérimaire de l'administration. Ce dernier peut décider si l'équipement sera fourni par le service d'approvisionnement de la Sûreté du Québec, ou celui de la Police provinciale de l'Ontario, ou d'une autre source.

5.3 Le contrôle des coûts directs de fonctionnement sera assuré par le service d'approvisionnement du Québec et/ou de l'Ontario, ainsi que ces parties en conviendront. Le Ministre et le Commissaire doivent donc tenir compte des coûts prévus à l'annexe "C" de la présente Entente.

5.4 Le Québec et l'Ontario conviennent de remettre à la Commission de police d'Akwesasne et au sous-comité intérimaire de l'administration un rapport trimestriel des coûts de formation et d'équipement ainsi que des autres coûts de fonctionnement engagés aux termes de la présente Entente pour le compte de la police mohawk d'Akwesasne.

ARTICLE 6 - COMITÉ DIRECTEUR

6.1 Les parties conviennent que le comité directeur existe afin de faciliter le transfert du rôle de direction des services de police à Akwesasne, à la Commission de police d'Akwesasne. Ainsi, durant la période d'application de la présente Entente, les responsabilités du comité directeur peuvent être réduites et les responsabilités de la Commission de police peuvent s'accroître proportionnellement en tenant compte de cet objectif.

6.2 Le comité directeur se compose de deux sous-comités, à savoir: le sous-comité intérimaire de l'administration et le sous-comité des opérations. Les membres du comité directeur doivent être nommés par les autorités compétentes dont ils relèvent.

a) Le sous-comité intérimaire de l'administration est composé:

   i) d'un représentant du conseil ou de la Commission de police d'Akwesasne; et

   ii) d'un représentant de la Sûreté du Québec; et

   iii) un représentant de la Police provinciale de l'Ontario.

b) Le sous-comité des opérations est composé:

   i) du chef responsable des questions judiciaires au sein du conseil; et

   ii) d'un représentant nommé par la Sûreté du Québec; et,

   iii) d'un représentant nommé par la Police provinciale de l'Ontario.

6.3 Le sous-comité intérimaire de l'administration a pour mandat de veiller à la bonne marche des services de police à Akwesasne pendant la durée de la présente Entente.

6.4 La Commission de police d'Akwesasne et le sous-comité intérimaire de l'administration peuvent:

a) vérifier les activités de la police mohawk d'Akwesasne aux plans de la gestion et des politiques de fonctionnement; ou

b) réviser et évaluer le rendement, les besoins de formation et la conduite des constables spéciaux de la police mohawk d'Akwesasne; ou

c) dresser des plans ou recommander des changements ou des mesures correctives souhaitables.

6.5 Le sous-comité intérimaire de l'administration peut tenir autant de réunions et de conférences en personne ou téléphoniques qu'il l'entend, mais il doit se réunir en personne au moins une fois tous les trois mois.

6.6 Au plus tard le 30 janvier de chaque année visée par la présente Entente, le sous-comité intérimaire de l'administration doit examiner et approuver le budget établi conformément aux termes du paragraphe 4.9.

6.7 Le sous-comité intérimaire de l'administration, en consultation avec la Commission de police d'Akwesasne, doit établir les objectifs concernant les services policiers pour Akwesasne. Conformément à ces objectifs, la Commission de police d'Akwesasne assigne la police mohawk d'Akwesasne des tâches de maintien de l'ordre qu'il juge opportunes.

6.8 Si, après un examen qui répond aux principes de justice naturelle, la Commission de police d'Akwesasne juge qu'un constable spécial de la police mohawk d'Akwesasne doit être relevé de ses fonctions, il doit informer le sous-comité intérimaire de l'administration de sa décision et des motifs sous-jacents. Libre d'enquêter davantage sur le dossier, le sous-comité intérimaire de l'administration doit toutefois présenter ses recommandations au conseil, au Québec et à l'Ontario pour que ces derniers prennent les mesures nécessaires.

6.9 Avant de destituer ou non un constable spécial de la police mohawk d'Akwesasne, le Ministre et le Commissaire doivent consulter la Commission de police d'Akwesasne et le sous-comité intérimaire de l'administration.

6.10 Il incombe au sous-comité intérimaire de l'administration de rédiger un rapport annuel sur les services de police d'Akwesasne et de le remettre aux différentes parties au plus tard le 1er mars de chaque année visée par la présente Entente.

6.11 Les trois membres du sous-comité intérimaire de l'administration constitue le quorum.

ARTICLE 7 - SOUS-COMITÉ DES OPÉRATIONS

7.1 Le sous-comité des opérations a pour mandat de conseiller la Commission de police d'Akwesasne sur les questions d'ordre opérationnel, administratif et les questions de formation policière, y compris les besoins à ce chapitre.

7.2 Le sous-comité des opérations doit préparer un rapport annuel et le remettre aux différentes parties au plus tard le 1er mars de chaque année visée par la présente Entente.

7.3 Les trois membres du sous-comité des opérations constituent le quorum.

7.4 Le sous-comité des opérations peut tenir autant de réunions et de conférences en personne et téléphoniques qu'il l'entend, mais il doit se réunir en personne au moins une fois tous les trois mois.

ARTICLE 8 - AGENTS DE LIAISON

8.1 La Sûreté du Québec et la Police provinciale de l'Ontario doivent désigner chacun un agent de liaison.

8.2 Les tâches des agents de liaison relevant de la Sûreté du Québec et de la Police provinciale de l'Ontario sont énoncées dans leur description de poste respective. Toute modification apportée à ces descriptions de poste après l'entrée en vigueur de la présente Entente s'appliquera aussi aux fins de la présente Entente.

8.3 Ainsi qu'en convient le sous-comité des opérations, la police mohawk d'Akwesasne doit assister aux réunions de planification des postes que tiennent la Sûreté du Québec et la Police provinciale de l'Ontario.

ARTICLE 9 - DISPOSITIONS DIVERSES

9.1 Pour le bien de la communauté, les parties conviennent que la police mohawk d'Akwesasne doit appliquer toutes les lois qui relèvent de sa compétence.

9.2 Les parties conviennent d'appuyer la police mohawk d'Akwesasne dans l'exercice de ses fonctions et d'honorer de bonne foi leurs obligations aux termes de la présente Entente.

9.3 Les parties doivent travailler ensemble à l'examen et à l'élaboration d'un code de déontologie, des directives opérationnelles, d'une procédure en matière de plaintes civiles et d'un processus disciplinaire sur lesquels se guidera la police mohawk d'Akwesasne.

9.4 Nonobstant les dispositions des paragraphes 9.3, 10.4 et 11.1, la Commission de police d'Akwesasne se charge de négocier une Entente relative au code de déontologie avec le ministère de la Sécurité publique.

9.5 Un constable spécial de la police mohawk d'Akwesasne a pour mandat de faire régner l'ordre, de prévenir le crime et de faire respecter la loi.

9.6 Les parties à la présente Entente ne doivent pas s'immiscer dans les causes individuelles ni dans les enquêtes ou les procès.

9.7 La Sûreté du Québec et la Police provinciale de l'Ontario doivent fournir l'appui raisonnable à la police mohawk d'Akwesasne et, plus particulièrement, participer aux enquêtes sur les crimes sérieux, à la demande du sous-comité des opérations.

9.8 Les constables spéciaux de la police mohawk d'Akwesasne doivent recevoir leur formation à l'Institut de police du Québec, ou à l'École de police de l'Ontario, ou à l'Académie de police provinciale de l'Ontario, ou par l'entremise des postes de la Sûreté du Québec ou de la Police provinciale de l'Ontario, ou à d'autres endroits ou dans d'autres organismes pourvu que le sous-comité intérimaire de l'administration, en consultation avec la Commission de police d'Akwesasne, y consente.

9.9 Aucune disposition de la présente Entente ne peut être interprétée comme empêchant le Ministre d'exercer ses fonctions aux termes de la Loi de police du Québec ni aux termes du droit civil ou des lois du Québec et du Canada.

9.10 Aucune disposition de la présente Entente ne peut être interprétée comme empêchant le Commissaire d'exercer ses fonctions aux termes de la Loi sur la police de l'Ontario ni aux termes de la common law ou des lois de l'Ontario et du Canada.

9.11 Aucune disposition de la présente Entente ne peut être interprétée comme empêchant le conseil d'exercer ses fonctions aux termes de la Loi sur les Indiens ni aux termes de la common law ou des lois du Canada.

9.12 Aucune disposition de la présente Entente ne peut être interprétée comme touchant ou brimant les droits ancestraux, les droits issus de traités, les droits constitutionnels, ou tout autre droit, privilège ou liberté qui reviennent ou pourraient revenir à Akwesasne. Cette disposition s'applique peu importe que de tels droits, privilèges ou libertés soient reconnus, établis ou définis avant ou après la durée de la présente Entente.

ARTICLE 10 - COMMISSION DE POLICE D'AKWESASNE

10.1 Une Commission de police à Akwesasne est établie et les membres sont nommés par le conseil pour un mandat de trois ans. La Commission doit se composer d'au plus huit membres répartis comme suit :

a) un chef du conseil, à la présidence lequel n'a pas le droit de voter au chapitre des décisions de la Commission de police d'Akwesasne; et

b) deux membres de la communauté du district de Chenail; et

c) deux membres de la communauté du village de Saint-Régis; et

d) deux membres de la communauté de Cornwall Island; et

e) un membre de la communauté de la partie américaine du territoire d'Akwesasne.

10.2 Dans l'exercice de ses fonctions, la Commission de police doit adhérer à la Charte de la Commission de police d'Akwesasne tel que présentée à l'annexe "D" de la présente Entente.

10.3 Dans les quatre mois suivant le 31 mars de l'année 1991, 1992 et 1993, la Commission de police d'Akwesasne doit rédiger le rapport annuel de ses activités et en remettre un exemplaire aux parties à la présente Entente et au sous-comité intérimaire de l'administration. Le conseil devra continuer de remplir cette obligation même après l'échéance de la présente Entente en 1993.

10.4 La Commission de police d'Akwesasne doit mettre en oeuvre à l'intention de la police mohawk d'Akwesasne un code de déontologie, des directives d'ordre opérationnel, une procédure en matière de plaintes civiles et un processus disciplinaire.

10.5 Les membres de la communauté qui siègent à la Commission de police ne peuvent être des membres élus du conseil.

ARTICLE 11 - MODALITÉS D'EMPLOI

11.1 Dès que la Commission de police d'Akwesasne aura adopté un code de déontologie, une procédure en matière de plaintes, un processus disciplinaire et des directives d'ordre opérationnel, ainsi qu'il est prévu au paragraphe 9.3 de la présente Entente, tous les constables spéciaux de la police mohawk d'Akwesasne devront, à titre de condition d'emploi ou de renouvellement de son mandat, accepter d'observer le code de déontologie, la procédure en matière de plaintes civiles et le processus disciplinaire.

ARTICLE 12 - ENTRÉE EN VIGUEUR

12.1 La présente Entente sera approuvée par chacune des parties.

12.2 La présente Entente entrera en vigueur le 1er jour d'avril 1990.

ARTICLE 13 - EXPIRATION

13.1 La présente Entente prendra fin le 31 mars 1993.

ARTICLE 14 - RENOUVELLEMENT

Sous réserve des approbations requises par la loi, les parties peuvent convenir par écrit des modalités de renouvellement ou de prolongation la présente Entente.

ARTICLE 15 - MODIFICATION

Sous réserve des approbations requises par la loi, les parties peuvent modifier par écrit les dispositions de la présente Entente avant que celle-ci arrive à échéance.

EN FOI DE QUOI les soussignés, dûment autorisés à cet effet, ont signé la présente Entente.

Fait en quatre exemplaires à Québec, en ce 28 (er) ou (e) jour de (d') juin 1990.

Fait en langues anglaise et française, chaque version faisant également foi.

POUR LE CONSEIL MOHAWK
D'AKWESASNE,

POUR LE QUÉBEC, REPRÉSENTÉ PAR
LE MINISTÈRE DE LA SÉCURITÉ
PUBLIQUE

ET PAR

LE MINISTRE DÉLÉGUÉ AUX
AFFAIRES AUTOCHTONES

ET PAR

LE MINISTRE DÉLÉGUÉ AUX
AFFAIRES INTERGOUVERNEMENTALES
CANADIENNES

POUR LE CANADA, REPRÉSENTÉ PAR
LE MINISTÈRE DES AFFAIRES
INDIENNES ET DU NORD CANADIEN

POUR L'ONTARIO, REPRÉSENTÉ PAR
LE SOLLICITEUR GÉNÉRAL

ET PAR

LE MINISTRE RESPONSABLE DES
AFFAIRES AUTOCHTONES

ANNEXE A

ACCORD SUR LES SERVICES DE POLICE D'AKWESASNE

DÉPENSES ESTIMATIVES (15 SPÉCIALS CONSTABLES)

POUR L'ANNÉE FINANCIERE COMMENCANT LE 1ER AVRIL 1990 AU 31 MARS 1991

	GVT D' ONTARIO	GVT DU QUÉBEC	GVT FÉDÉRAL	TOTAL ESTIMATIF	MONTANT VERSÉ À AKWESASN
SALAIRE & BÉNÉFICES	103,801	207,602	446,597	758,000	758,000
DÉPENSES DIRECTES D'OPÉRATION	33,600	67,200	109,200	210,000*	26,000
	137,401	274,802	555,797	968,000	____
ALLOCATION DE CRÉDITS EXTRAORDINAIRES	____	____	32,203	32,203**	32,203
	137,401	274,802	588,000	1,000,203	816,203

* Un montant de $26,000, en ce qui concerne les frais administratifs et provenant des dépenses directes d'opération, sera versé directement par le Québec et l'Ontario au Conseil Mohawk d'Akwesasne en vue d'être utilisé pour les activités des services de police.

** Ce montant sera versé directement par le Canada au Conseil Mohawk d'Akwesasne en vue d'être utilisé pour les activités des services de police.

ANNEXE B

L'indexation des montants indiqués aux paragraphes 3.3, 3.4 et 3.5 est calculé en multipliant les montants par le ratio $\frac{A}{B}$

où A représente l'indice des prix à la consommation pour la période de 12 mois se terminant le 30 septembre précédant l'année,

B l'indice des prix à la consommation pour la période de 12 mois qui précède la période visée en A.

et à cette fin, il est entendu que l'indice des prix à la consommation pour une période de 12 mois est obtenu:

a) en totalisant l'indice des prix à la consommation de chaque mois de la période, publié par Statistique Canada en application de la Loi sur la statistique, rajusté de la manière prévue par règlement;

b) en divisant ce total par 12;

c) en arrêtant le quotient ainsi obtenu à la troisième décimale, les résultats ayant au moins cinq en quatrième décimale étant arrondis à la troisième décimale supérieure.

ANNEXE C

ENTENTE SUR LES SERVICES DE POLICE D'AKWESASNE

DÉPENSES ESTIMATIVES DETAILLÉES (15 CONSTABLES SPÉCIAUX)

CONCERNANT LE SALAIRE, LES BÉNÉFICES ET LES D.D.D.

POUR L'ANNÉE COMMENCANT LE 1er AVRIL 1990

AU 31 MARS 1991

SALAIRE ET BÉNÉFICES

Salaire	600,000	
Bénéfices	88,000	
Temps supplémentaire, vacances statutaires et prime de relève	70,000	
		758,000

DÉPENSES DIRECTES D'OPÉRATION (D.D.D.)

Formation	$17,000	
Agent de liaison et moniteur (Coach)	22,000	
Administratif (Unité GQG)	50,000	
Transport et communications	13,000	
Service & loyers	40,000	
Approvisionnement et équipement	68,000	
		210,000
TOTAL ESTIMATIF		968,000

CHARTE DE LA COMMISSION DE POLICE D'AKWESASNE

CONSTITUTION :

La Commission de police d'Akwesasne est formée de sept membres de la communauté dont deux représentants de chaque district de Cornwall Island, de St-Régis et de Snye. Elle comprend aussi un représentant de la partie américaine du territoire d'Akwesasne et un chef du conseil mohawk d'Akwesasne. Ce dernier assume la présidence et n'a pas droit de vote.

La Commission de police comprend également deux comités de travail, à savoir: un comité de discipline et un comité de sélection. Ces deux comités se composent chacun de trois membres de la Commission.

SÉLECTION DES MEMBRES :

- Le conseil mohawk d'Akwesasne choisit et nomme les membres de la Commission sans recours à un processus de sélection établi.
- Les candidats sont selectionné en fonction de leur enquête de caractère, de leur crédibilité et de leur réputation au sein de la communauté d'Akwesasne.
- Les membres doivent posséder un niveau de scolarité requis et s'intéresser aux questions policières.
- Les individus qui possèdent un casier judiciaire parce qu'elles ont commis des actes criminels ne sont pas admissibles à devenir membre.

DURÉE DU MANDAT :

- Les membres de la Commission sont nommés pour un mandat de trois ans.
- Le mandat des membres est renouvelable.

DESTITUTION :

Est passible de renvoi de la Commission de police, un membre :

a) qui est coupable d'avoir commis un acte criminel au Canada ou une infraction majeure aux États-Unis pendant la durée de son mandat;

b) que l'on soupçonne, pour des motifs raisonnables, d'être impliqué dans des activités illicites à l'intérieur ou à l'extérieur du territoire d'Akwesasne;

c) qui manque au serment de confidentialité;

d) qui s'absente de trois réunions générales consécutives sans motif valable.

Le conseil doit combler le poste vacant dans les trente (30) jours suivant la date du renvoi.

RÉUNIONS :

- La Commission de police doit siéger au moins une fois par mois ou au besoin, s'il y a lieu.

- On prend le procès-verbal de toutes les réunions.

- Les séances ont lieu à huis clos, à moins que la Commission en indique autrement.

QUORUM :

Cinq membres de la Commission constituent le quorum.

RÔLE DE LA COMMISSION:

La Commission de police d'Akwesasne a pour fonction :

a) sous réserve de l'Entente entrant en vigueur le 1er avril 1990 entre le gouvernement d'Akwesasne, le gouvernement du Canada, le gouvernement du Québec et le gouvernement de l'Ontario, de veiller à l'administration générale et à la bonne marche de la police mohawk d'Akwesasne;

b) d'établir les priorités de la force de police conformément aux préoccupations et aux besoins de la communauté;

c) d'élaborer et d'offrir au public des programmes d'éducation et d'information sur les services de police communautaires;

d) de déterminer les critères et les procédures de sélection des constables spéciaux de la police mohawk d'Akwesasne;

e) d'établir une filière de rapports régissant la police mohawk d'Akwesasne;

f) de recommander la formation spécialisée dont ont besoin les constables stagiaires ou en poste et les personnes nommées chef de police ou superviseur;

g) d'enclencher des enquêtes sur les allégations de mauvaise conduite à l'endroit des constables spéciaux et d'infliger des mesures disciplinaires aux constables spéciaux qui dérogent au code de déontologie;

h) d'établir et d'amorcer les procédures de règlement des griefs applicables aux constables spéciaux qui soutiennent avoir été traités injustement par un superviseur ou par le chef de police;

i) d'élaborer des lignes directrices et de conclure des ententes régissant la participation de la Sûreté du Québec et de la Police provinciale de l'Ontario, et de tout autre organisme d'application de la loi en ce qui concerne les activités policières d'ordre opérationnel sur le territoire d'Akwesasne;

j) de solliciter de l'aide et des conseils auprès du conseil consultatif, lequel est formé du chef du conseil mohawk d'Akwesasne, responsable des questions judiciaires ainsi que de représentants de la Sûreté du Québec et la Police provinciale de l'Ontario;

k) d'élaborer un régime administratif régissant entre autres la durée des mandats, les salaires et les avantages sociaux de la police mohawk d'Akwesasne.

PRISE DE DÉCISIONS :

La Commission de police adopte ses décisions par simple vote majoritaire des membres.

Les décisions de la Commission de police sont sans appel, sous réserve des procédures disciplinaires énoncées dans le code de déontologie.

ANNEXE E

La présente à pour but de mettre en garde les parties signataires de l'Entente sur les services de police d'Akwesasne (Entente) du fait que si le conseil Mohawk d'Akwesasne (conseil) utilise l'échelle salariale de la police provinciale de l'Ontario pour payer les constables spéciaux et le chef de la police Mohawk d'Akwesasne d'après le budget actuel et les budgets qui couvrent la présente Entente, le conseil risque après un certain temps de manquer de fonds.

Le ministère de la Sécurité Publique du Québec et la Sûreté du Québec tiennent à souligner qu'ils n'investiront aucune somme additionnelle pour combler ce déficit. Le budget est et sera calculé d'après l'échelle salariale des constables spéciaux faisant partie du programme de polices autochtones de la Sûreté du Québec lequel est ajusté selon les augmentations accordées aux constables spéciaux à l'emploi du gouvernement du Québec.

De plus, nous aimerions mentionner que dans le calcul des salaires et bénéfices marginaux payés par le Québec est imputé un montant de 12 000$ par année qui sert à couvrir une partie du coût des salaires et bénéfices marginaux des deux répartiteurs radios. Ce montant de 12 000$ par année aura une récurrence maximum de 24 mois; après cette période, un système de téléphonie adéquat sera installé.

Fait à Sainte-Foy ce 15 jour de juin 1990.

Pour le Ministère de la
Sécurité Publique, Québec

SECTION 2

TRANSLATION
FROM FRENCH

July 12, 1991

BETSIAMITES POLICING AGREEMENT

BETWEEN

THE BETSIAMITES BAND COUNCIL
(hereinafter called the "Council")

OF THE FIRST PART

AND

THE GOVERNMENT OF CANADA
as represented by the Minister of Indian Affairs
and Northern Development
(hereinafter called "Canada")

OF THE SECOND PART

AND

THE GOVERNMENT OF QUEBEC
as represented by the Ministre de la Sécurité publique,
the Ministre délégué aux Affaires autochtones
and the Ministre délégué aux
Affaires intergouvernementales canadiennes
(hereinafter called "Quebec")

OF THE THIRD PART

WHEREAS the Department of Indian Affairs and Northern Development of Canada, the Ministère de la Sécurité publique du Québec and the Betsiamites Band Council agree on the need to organize and maintain policing services in the Montagnais community of Betsiamites within a legal and administrative framework that preserves the jurisdiction and responsibility of the Department of Indian Affairs and Northern Development with regard to natives and the lands set aside for them, and preserves the jurisdiction and responsibility of the Ministère de la Sécurité publique with regard to maintaining order and ensuring public security on the territory of Quebec;

AND WHEREAS there is good reason for the Montagnais community of Betsiamites to have greater local autonomy with regard to policing services;

AND WHEREAS it is advisable, to achieve this end, that an agreement be signed by the Government of Canada, the Government of Quebec and the Betsiamites Band Council;

THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 - PREAMBLE AND SCHEDULES

The preamble and schedules form an integral part of this Agreement.

ARTICLE 2 - DEFINITIONS

In this Agreement, unless the context requires otherwise:

2.01 Policing means all the policing services provided by the constables of the Montagnais community of Betsiamites in the territory defined as:

> between the Bersimis River and the Rosier River along the St. Lawrence, bordered on the west by the River and Lake Nipi, to the north by the undivided lands, on the east by the Rosier River and the south by the St. Lawrence River and the Bersimis River. All that appears on the plan of survey prepared by J.C. Desmeules, 25 May 1887 and deposited in the Survey Archives of the Ministry of Energy and Resources in the Province of Québec.

2.02 Native police officer means a person appointed and sworn as a special constable under sections 80 and 83 of the Police Act (RSC, P-13), including the Chief Constable and the supernumerary or supernumeraries of the police force.

2.03 Management level refers to the supervisory arrangements for the police force in Stages 1, 2 or 3.

2.04 Stage 1, or the consolidation stage, refers to a period of fixed duration when the police force is managed mainly by the Ministère de la Sécurité publique, during which time certain corrective measures are implemented.

As far as operations are concerned, local authorities and the Sûreté du Québec work together.

2.05 Stage 2, or the joint management stage, refers to a period during which the Council participates in the management of the police force. Funds are paid to the Council, which must keep within the allocations for the budget categories established by the Ministère de la Sécurité publique and adopt a financial management plan.

As far as operations are concerned, the Sûreté du Québec plays an advisory role.

2.06 Stage 3, or the autonomous stage, refers to the final stage in which the police force is managed entirely by local authorities, who have full responsibility for it. Council officials determine spending priorities within a budget approved by the Ministère de la Sécurité publique, according to needs and the availability of funds, under a tripartite agreement. The local authorities may make adjustments within the approved budget.

As far as operations are concerned, the Sûreté du Québec provides management and operational support as requested.

ARTICLE 3 - PURPOSE

The purpose of this Agreement is to organize and maintain policing in the Montagnais community of Betsiamites.

ARTICLE 4 - LEGAL AND CONSTITUTIONAL GUARANTEES

Nothing in this Agreement shall be construed so as to affect, prejudice or derogate from aboriginal, treaty, constitutional or any other rights, privileges or freedoms which have accrued to or may accrue to any of the parties concerned.

ARTICLE 5 - MANDATE OF POLICE FORCE

5.01 The mandate of the police force is to keep the peace, maintain order and ensure public security on the territory of Betsiamites, in conformance with the Council's by-laws and the laws of Quebec and Canada.

5.02 The Sûreté du Québec retains all of its powers and responsibilities under the Police Act.

ARTICLE 6 - PUBLIC SECURITY COMMITTEE

6.01 The parties recognize the existence of a public security committee formed by the Council.

6.02 The chief role of the public security committee is to establish the community's aims and priorities for the police force, and to oversee the quality of policing on the territory of Betsiamites.

6.03 The Sûreté du Québec, through its liaison officer, shall participate in the work of the public security committee on request, in order to provide it with the information it requires.

ARTICLE 7 - MANAGEMENT LEVEL

7.01 By agreement of the parties, the management level of the Council's police force has been set at the joint management stage (Stage 2).

7.02 Between October 1, 1992, and March 31, 1993, the parties shall conduct an assessment to determine whether the police force may move to the stage of autonomous management (Stage 3). This may take place only if the following conditions are met to the satisfaction of the parties:

a) The Council has respected the financial management plan for the police force.

b) The Council has respected its obligations under this Agreement.

c) The native police officers have followed the policy and procedures adopted by the Council in the first year of the Agreement to guide its policing and management activities.

d) The chief native constable obtains a favourable recommendation from the police staff evaluation centre.

e) Three-quarters of the staff shall be evaluated, regardless of any changes concerning the police personnel.

f) The Council agrees to follow the training program set out for each police officer in Schedule "A".

ARTICLE 8 - STAFF

8.01 The Council's police force shall consist of seven native officers, including the chief constable.

8.02 Native police officers and supernumeraries shall be selected in the following manner:

a) Council officials shall draw up a list of candidates selected in accordance with its hiring policy. This list shall be submitted to Quebec in the form of resolution asking Quebec to do character investigations of the candidates.

b) The character investigations shall be carried out by the Sûreté du Québec and the results forwarded to the Council.

c) If, after the character investigations, the number of candidates exceeds the number of police officers indicated in paragraph 8.01, the Council shall make the final selection.

8.03 Native police officers shall be appointed and sworn as set out in sections 80 and 83 of the Police Act (RSQ, ch P-13), with the following conditions:

1) The Council shall draft a resolution requesting that the Ministre de la Sécurité publique recommend the appointment and swearing of the individuals listed in the resolution as native constables, for a period to be determined.

2) Native police officers appointed in this manner shall exercise their authority on the territory of Betsiamites. However, they shall maintain their status of native police officers throughout the territory of Quebec in the following instances:

a) for transportation of an inmate accused of an offence committed on the territory of Betsiamites;

b) for execution of a valid warrant of arrest duly signed by a justice of the peace;

c) while actively pursuing offenders, if the pursuit was begun on the territory of Betsiamites;

d) during an investigation conducted outside the boundaries of the territory of Betsiamites, in relation to an offence committed on this territory, provided:

i) that in such cases the Council follows duly established procedures, and the native police officers are aware of these procedures and respect them;

ii) that if problems arise, a request for assistance is sent to the police force of the municipality in question;

iii) that the police force of the municipality in question is advised of, and agrees to, any action undertaken by the Betsiamites police force.

iv) that all investigations outside the territory of Betsiamites be duly recorded in a special register; and

v) that investigations outside the territory of Betsiamites be conducted jointly with the Sûreté du Québec or the local police force, if necessary.

3) The native police officers of Betsiamites shall exercise their duties as employees of the Council.

ARTICLE 9 - SUPPLIES AND EQUIPMENT

9.01 The supplies and equipment required for policing operations shall be purchased from the allocated funds shown in Schedule "B". They may be obtained through the procurement system of the Sûreté du Québec or purchased locally by the Council.

9.02 The Sûreté du Québec shall give the Council details of any purchases of supplies and equipment made through its procurement system.

ARTICLE 10 - FINANCE AND ADMINISTRATION

10.01 As shown in Schedule "B", the budget for the police force in each fiscal year is as follows:

1991-1992:	$402,200.00
1992-1993:	$419,832.00
1993-1994:	$419,832.00

10.02 The budgets contained in this Agreement shall not cover additional costs caused by an unforeseeable and exceptional event constituting a force majeure. The parties agree to discuss any force majeure having an impact on policing costs.

10.03 The amounts in paragraph 10.01 shall be indexed annually for inflation, starting April 1, 1992, according to the Consumer Price Index for the month of September of the preceding year, as calculated by Statistics Canada.

10.04 The total costs set out in paragraph 10.01 shall be shared by Canada and Quebec in the following manner:

1) Fifty-two per cent (52%) shall be paid by Canada and forty-eight per cent (48%) shall be paid by Quebec.

2) Canada's contribution shall be paid directly to Quebec, and Quebec shall assume full responsibility for managing the sums paid to it.

3) The amounts shown in Schedule "B" payable by Canada shall be provided in four instalments, in conformance with federal guidelines on cash flow management.

4) Quebec shall make three instalment payments to the Council, in accordance with the latter's requirements.

5) The payment of contributions by Canada for policing services pursuant to this Agreement is subject to approval of the necessary appropriations by Parliament.

6) The payment of contributions by Quebec for policing services pursuant to this Agreement is subject to approval by the Conseil du trésor.

10.05 The total costs indicated in paragraph 10.01 are divided into three main categories: 1) SALARIES AND BENEFITS, 2) OPERATIONS and 3) CAPITAL. If the Council wishes to transfer funds between categories, it shall do so in consultation with the Sûreté du Québec.

10.06 The Council shall:

1) submit a monthly cumulative report of expenditures to Canada and Quebec;

2) submit to Quebec a budget status report (analysis and variances);

3) allow Quebec access to the accounting records, vouchers, documents authorizing expenditures, and any other source documents related to operating the police force;

4) provide a certified true copy of the voucher corresponding to any expenditure, if so requested by Quebec;

5) forward to Quebec, in the four months following the end of the fiscal year, a financial report audited by a public accountant, comprising a balance sheet, a statement of revenue and expenditure, and a detailed accounting of expenditures in the budget categories set out in Schedule "B", on or before September 30 of each year.

10.07 The Council may authorize Quebec to pay certain expenses related to the functioning of the police force, and consequently these shall be deducted from the budget. Quebec shall inform the Council on a quarterly basis of the total amount it intends to deduct from the contribution instalments.

10.08 Authorization from the Sûreté du Québec is required for all purchases exceeding $1,000.00 which the Council plans to make for the police force, according to the procedures established by the joint managers.

10.09 In the event that the actual costs of operating the police force are less than the total contributions paid by Quebec and Canada, the surplus amount shall be repaid to Quebec, which in turn shall repay to Canada its budget share.

10.10 The Council agrees to take out blanket insurance covering fire, theft and employer-employee liability for any injury suffered by a third-party as a result of the actions of the officers of the police force.

SECTION 11 - MISCELLANEOUS PROVISIONS

11.01 Quebec, through the Sûreté du Québec, shall:

1) provide such expertise and technical support as may be required to administer the allocated funds:

2) provide such expertise as may be required to prepare, draft, present and apply charts of accounts:

3) make available to the Council the policies and guidelines concerning policing and management activities:

4) provide operational support to the police force through:

   a) regular visits by a liaison officer, whose duties are described in Schedule "C":

   b) operational training, given on-the-job or elsewhere:

   c) assistance from various operational support units such as the bureau which investigates major crimes, from forensic identification technicians, and from experts in various fields (drugs, alcohol, morality, emergency measures, road safety, community relations, crime prevention, and so on):

   d) assistance from various administrative support units (property management, telecommunications, financial administration, quartermaster, transport, and so on):

   e) assistance to the chief native constable in planning, organizing and controlling the policing operations of the police force:

   f) assistance to the chief native constable in preparing and implementing prevention programs in the community:

   g) strategic and tactical planning sessions bringing together the police force and the Sûreté du Québec:

   h) assistance to the Council in evaluating its police officers:

   i) any other means agreed upon by the Council and the Sûreté du Québec.

11.02 The costs associated with delivering the services listed in paragraph 11.01 shall be included in the administrative costs shown in Schedule "B".

11.03 The parties acknowledge the existence of real problems regarding the building used as a police station. They agree to study these problems and their solutions within a reasonable time and with all due consideration to government programs.

SECTION 12 - TERMINATION OF AGREEMENT

12.01 The parties agree that, in the event of a breach, disagreement or other situation preventing the application of one or all of the clauses of this Agreement, they will form a committee to resolve the dispute. This committee shall be made up of one representative of each party.

12.02 If this committee is unable to resolve the dispute within fifteen days of the date on which written notice of the dispute is duly given to the parties, any of the parties may terminate the Agreement by giving the other parties notice of its intention, effective ninety days from the date of the notice of termination.

12.03 Should this Agreement be terminated, any contributions made by Canada but not used by Quebec shall be repaid to Canada.

ARTICLE 13 - TERM OF AGREEMENT

13.01 This Agreement takes effect on April 1, 1991, and expires on March 31, 1994.

13.02 This Agreement is not automatically renewed.

IN WITNESS WHEREOF THE UNDERSIGNED, DULY AUTHORIZED FOR SUCH PURPOSE, HAVE SIGNED THIS AGREEMENT.
DONE AT QUEBEC CITY, this ______________________.

____
CHIEF OF THE BETSIAMITES
duly authorized by the Council
resolution attached hereto

____
ON BEHALF OF QUEBEC,
LE MINISTRE DE LA SÉCURITÉ
PUBLIQUE

AND BY

____
LE MINISTRE DÉLÉGUÉ AUX
AFFAIRES AUTOCHTONES

AND BY

____
LE MINISTRE DÉLÉGUÉ AUX
AFFAIRES INTERGOUVERNEMENTALES
CANADIENNES

____
ON BEHALF OF CANADA,
THE MINISTER OF INDIAN AFFAIRS
AND NORTHERN DEVELOPMENT

SCHEDULE A

TRAINING PROGRAM FOR BETSIAMITES NATIVE POLICE OFFICERS

This following training program shall be provided, subject to the availability of courses at the Quebec Police Institute.

1991-1992

Knowledge update for
patrollers
Chief constable (3 weeks)

Knowledge update for
2 constables (3 weeks)

Knowledge update for
2 constables (3 weeks)

Management, Level 1
Chief constable (2 weeks)

Investigations
Chief constable (2 weeks)

Investigations
1 constable (2 weeks)

Managing investigations
Chief constable (2 weeks)

SCHEDULE B
POLICE FORCE BUDGET

	1991-92	1991-92 (Aug 1/92)	1992-93	199 -94
DIRECT EXPENSES				
Salaries and benefits				
Salaries	249 236.00	164 496.00	249 236.00	249.236.00
Chief constable's premium	3 344.00	2 207.00	3 344.00	3 344.00
Premiums, supernumeraries, overtime	10 000.00	6 600.00	10 000.00	10 000.00
Secretary	22 685.00	14 972.00	22 685.00	22 685.00
Unemployment insurance	5 505.00	3 633.00	5 505.00	5 505.00
CSST (Quebec occupational health and safety board)	2 753.00	1 817.00	2 753.00	2 753.00
SUBTOTAL SALARIES	293 523.00	193 725.00	293 523.00	293 523.0
Other operating expenses				
TRANSPORTATION, COMMUNICATIONS AND TRAINING	4 383.00	2 893.00	4 000.00	4 000.0
PROFESSIONAL SERVICES				
Automobile insurance	1 500.00	990.00	1 500.00	1 500.0
Verification and auditing	1 400.00	924.00	1 400.00	1 400.0
Public liability insurance	2 300.00	1 518.00	2 300.00	2 300.0
Registration	450.00	297.00	450.00	450.0
Caretaker	200.00	132.00	200.00	200.0
Bank charges	100.00	66.00	100.00	100.0
MAINTENANCE AND REPAIRS	2 500.00	2 310.00	3 500.00	3 500.0
RENTALS				
Rent	20 550.00	13 563.00	20 550.00	20 550.
Telecommunications	7 000.00	4 620.00	7 000.00	7 000.
SUPPLIES AND EQUIPMENT				
Tires and parts	1 650.00	1 089.00	1 650.00	1 650.
Clothing	5 170.00	3 412.00	4 048.00	4 048.
Gas and oil	12 000.00	7 920.00	12 000.00	12 000.
Office supplies	4 000.00	2 640.00	4 000.00	4 000.
TOTAL OPERATING EXPENSES	64 203.00	42 374.00	62 698.00	62 698.
Capital				
Vehicles	———	———	20 000.00	20 000.
TOTAL CAPITAL			20 000.00	20 000.
TOTAL DIRECT COSTS	**357 726.00**	**236 099.00**	**376 221.00**	**376 221.**
INDIRECT COSTS				
Salary and benefits for liaison officer	24 800.00	16 368.00	24 800.00	24 800.
Administrative costs (5.5% of direct expenses)	19 675.00	12 986.00	20 692.00	20 692.
TOTAL BUDGET	**402 220.00**	**265 463.00**	**421 713.00**	**421 71**
CANADA (52%)	209 144.00	138 040.00	219 291.00	219 29
QUEBEC (48%)	193 056.00	127 423.00	202 422.00	202 42

SCHEDULE C

JOB DESCRIPTION
LIAISON OFFICER

Summary:

Under the authority of the detachment supervisor, the incumbent acts as liaison between the native police force and the Sûreté du Québec, by monitoring the program to institute native policing in the communities assigned to him or her, and by assisting the Chief Constable and the Council in applying the established policies and procedures, in order to ensure implementation of the various provisions of the agreement.

Duties:

1. Helps the Chief Constable manage the native police force.
2. Notifies his or her superior of the stage of development of the native police force by submitting a visit report containing appropriate comments to his or her unit head after each visit, in order to monitor the progress of the implementation process.
3. Assists and advises the native police force on both operational and administrative matters, by monitoring its work, by offering advice and suggestions, and by acting as a resource person to provide training to native police officers (in writing reports and investigations, for example), in order to pass on to them the expertise of the Sûreté du Québec.
4. Conducts a follow-up of operational and administrative files by checking them with the help of a native constable or the Chief Constable, and by assisting in the review of files, in order to verify adherence to administrative policies and procedures.
5. Provides the benefit of his or her experience and knowledge to native constables or the chief native constable in assisting with the planning, organization and control of community policing operations, the monitoring of the quantity and quality of work performed, the evaluation of personnel, the planning of annual vacations and the preparation of work schedules, in order to obtain the best possible performance.
6. Checks the completeness of samples drawn from reports prepared by native police officers for submission to the liaison officer, the court or the Attorney General's prosecutor, and informs the chief native constable of any corrections required, in order to ensure the production of complete, high quality reports meeting the established standards.
7. Carries out character investigations as part of the hiring process, by collecting information on the previous history of candidates and their associates, in order to ensure the integrity of the persons selected.
8. Notifies the public security committee of any lapses in the behaviour of the native police officer(s).
9. Establishes and maintains close relations with civil, school and religious authorities, organizations, interest and other groups, medical and social services, by participating in meetings and discussions with a view to maintaining a positive image of the Sûreté du Québec in the communities.
10. Acts as a resource person in the evaluation of the work of the Chief Constable.
11. Helps the Chief Constable prepare monthly statistics for the native police force.

12. Informs the native communities division of the Sûreté du Québec of the progress made in establishing the native police force, by preparing and submitting a progress report in order to ensure follow-up and make the necessary corrections.

13. Helps the Chief Constable prepare the annual report on the activities of the police force, by identifying the nature of the information to be collected, by carrying out research and by selecting the relevant information, in order to produce the annual report by the established deadline.

14. Performs any related duties assigned by his or her supervisor.

Le 12 juillet 1991

ENTENTE SUR LES SERVICES POLICIERS A BETSIAMITES

ENTRE

LE CONSEIL DE BANDE DE BETSIAMITES
(ci-apres appele le "Conseil")

PARTIE DE PREMIERE PART

ET

LE GOUVERNEMENT DU CANADA
represente par le ministre des Affaires indiennes
et du Nord canadien
(ci-apres appele le "Canada")

PARTIE DE DEUXIEME PART

ET

LE GOUVERNEMENT DU QUEBEC
represente par le ministre de la Securite publique,
le ministre delegue aux Affaires autochtones et
le ministre delegue aux Affaires intergouvernementales canadiennes
(ci-apres appele le "Quebec")

PARTIE DE TROISIEME PART

ATTENDU que le ministere des Affaires indiennes et du Nord canadien, le ministere de la Securite publique du Quebec et le Conseil de bande de Betsiamites s'entendent pour organiser et maintenir les services policiers dans la communaute montagnaise de Betsiamites, a l'interieur d'un cadre legal et administratif qui conserve au ministere des Affaires indiennes et du Nord canadien sa juridiction et sa responsabilite a l'egard des autochtones et des terres reservees pour eux, au ministere de la Securite publique du Quebec sa juridiction et sa responsabilite en matiere de maintien de l'ordre et de la securite publique sur le territoire quebecois.

ATTENDU qu'il y a lieu d'accroitre l'autonomie locale de la communaute montagnaise de Betsiamites en matiere de services policiers.

ATTENDU qu'il y a lieu, a cet effet, de conclure une entente entre le gouvernement du Canada, le gouvernement du Quebec et le Conseil de bande de Betsiamites.

LES PARTIES CONVIENNENT:

ARTICLE 1 - PREAMBULE ET ANNEXES

Le preambule ainsi que les annexes font partie integrante de l'entente.

ARTICLE 2 - DEFINITIONS

Dans la presente entente, et a moins que le contexte n'indique un sens different, les mots et expressions qui suivent designent:

2.01 Service de police: designe l'ensemble des services policiers dispenses par les constables de la communaute montagnaise de Betsiamites sur le territoire ci-apres designe:

> entre la riviere Bersimis et la riviere aux Rosiers le long du Saint-Laurent, borne à l'ouest par la riviere et le lac Nipi, au nord par les terres non divisees, a l'est par la riviere aux Rosiers et au sud par le fleuve Saint-Laurent et la riviere Bersimis. Le tout tel qu'illustre sur un plan d'arpentage produit par J.C. Desmeules le 25 mai 1887 et depose aux archives du Service de l'arpentage du ministere de l'Energie et des Ressources du Quebec.

La description territoriale qui precede ne vaut strictement que pour les fins de la presente entente. Elle est egalement faite sans prejudice aux positions respectives du Canada, du Quebec, du Conseil et de la bande de Montagnais de Betsiamites quant aux limites territoriales reelles de la reserve.

2.02 Policier autochtone: désigne une personne nommee et assermentee constable special conformement aux articles 80 et 83 de la Loi de police (L.R.Q., chap. P-13) incluant le constable-chef et le(s) surnumeraire(s) du service de police.

2.03 Niveau de gestion: designe le niveau d'administration du service de police en terme de phase 1, phase 2 ou phase 3.

2.04 Phase 1: designe le niveau de gestion du service de police qui releve principalement du ministere de la Securite publique pour une periode determinee pendant laquelle certains correctifs seront apportes: cette phase est egalement appelee phase de consolidation.

Sur le plan operationnel, les autorites locales et la Sûrete du Quebec travaillent conjointement.

2.05 Phase 2: désigne le niveau de gestion du service de police qui se fait conjointement avec le Conseil. Les budgets sont verses a l'administration du Conseil qui doit respecter les categories de depenses fixees par le ministere de la Securite publique et adopter un plan de gestion financiere: cette phase est egalement appelee phase de cogestion.

Sur le plan operationnel, la Sûrete du Quebec joue un rôle conseil.

2.06 **Phase 1**: designe le niveau de gestion du service de police qui se fait entierement par les autorites locales qui en ont la pleine responsabilite. Ce sont les autorites du Conseil qui determinent les priorites de dépenses selon un budget qui leur est approuve par le ministere de la Securite publique suite a une demande en fonction des besoins et des disponibilites des credits. Dans le cadre d'une entente tripartite. Les autorites locales peuvent faire des amenagements a l'interieur du budget approuve; cette phase est egalement appelee phase d'autonomie.

Sur le plan operationnel, la Sûrete du Quebec assure un support de gestion et d'operation sur demande.

ARTICLE 3 - OBJET

Cette entente a pour objet l'organisation et le maintien des services de police dans la communaute montagnaise de Betsiamites.

ARTICLE 4 - GARANTIES JURIDIQUES ET CONSTITUTIONNELLES

Cette entente n'a pas pour effet de modifier ni de porter atteinte de quelque façon aux droits ancestraux, aux droits issus de traites, aux droits constitutionnels ou tout autre droit, privilège ou liberte qui reviennent ou pourraient revenir a l'une ou l'autre des parties concernees.

ARTICLE 5 - MANDAT DU SERVICE DE POLICE

5.01 La responsabilite premiere du service de police est de maintenir l'ordre, la paix et la securite publique sur le territoire de Betsiamites, conformement aux reglements administratifs du Conseil, aux lois quebecoises et canadiennes.

5.02 La Sûrete du Quebec conserve tous les pouvoirs et responsabilites qui lui sont devolus par la loi.

ARTICLE 6 - COMITÉ DE SÉCURITE PUBLIQUE

6.01 Les parties reconnaissent l'existence d'un comite de securite publique forme par le Conseil.

6.02 Le comite de securite publique a pour but principal d'etablir les orientations et les priorites communautaires du service de police ainsi que de veiller a la qualite de ce service sur le territoire de Betsiamites.

6.03 La Sûrete du Quebec, par l'intermediaire de son agent de liaison, participera sur demande au comite de securite publique afin de lui fournir l'information necessaire a son mandat.

ARTICLE 7 - NIVEAU DE GESTION

7.01 D'un commun accord entre les parties, le niveau de gestion du service de police du Conseil a ete fixe a la phase de cogestion (phase 2).

7.02 Entre le 1er octobre 1992 et le 31 mars 1993, une evaluation sera faite par les parties en vue de determiner si le niveau de gestion du service de police entrera dans la phase d'autonomie (phase 3). Pour ce faire, les objectifs suivants devront avoir ete atteints, a la satisfaction des parties:

a) le Conseil se sera conforme au plan de gestion financiere du service de police;

b) le Conseil aura respecte les obligations contenues dans la presente entente;

c) les policiers autochtones auront respecte les procedes et les politiques que le Conseil se sera donnes, dans la premiere annee de l'entente, comme guide d'activites policieres et de gestion;

d) le policier-chef autochtone sera evalue par le Centre d'appreciation du personnel policier et devra y obtenir une recommandation favorable;

e) l'evaluation portera sur 75% des effectifs, sans egard a toutes modifications en ce qui concerne le personnel policier;

f) le Conseil s'engage a respecter le programme de formation prevu pour chacun des policiers, tel que decrit a l'annexe A.

ARTICLE 8 - PERSONNEL

8.01 Le service de police du Conseil est compose de sept (7) policiers autochtones incluant le policier-chef.

8.02 La selection des policiers autochtones et des surnumeraires se fait de la maniere suivante:

a) les autorites du Conseil presentent, sous forme de resolution, au Quebec, une liste de candidats selectionnes conformement a la politique d'embauche du Conseil. Sur cette resolution, le Conseil demande au Quebec de proceder a l'enquête de caractère de ceux-ci;

b) l'enquête de caractere est effectuee par la Sûrete du Quebec et les resultats sont transmis au Conseil;

c) si le nombre de candidats retenus, apres l'enquête de caractere, depasse le nombre de policiers indiques a 8.01, le Conseil procedera a la selection finale.

8.03 La nomination et l'assermentation des policiers autochtones de Betsiamites se feront conformement aux articles 80 et 82 de la Loi de police (L.R.Q., chap. P-13) aux conditions suivantes:

1) Le Conseil demande, par voie de resolution, au Ministre de la Securite publique, de recommander la nomination et l'assermentation des personnes mentionnees dans la resolution, a titre de policier autochtone, pour une duree a être determinee.

2) Les policiers autochtones ainsi nommes pourront exercer leurs pouvoirs sur le territoire de Betsiamites. Cependant, ils conservent leur statut de policiers autochtones pour tout le territoire de la province dans les cas suivants:

a) lors du transport d'un detenu etant accuse en vertu d'une infraction commise sur le territoire de Betsiamites;

b) lors de l'execution d'un mandat d'arrestation valide et dûment signe par un juge de paix;

c) lors d'une poursuite active initiee sur le territoire de Betsiamites;

d) lors d'une enquête, hors des limites du territoire de Betsiamites, sur un crime commis a l'interieur de ce territoire, et ce, a condition:

i) que le Conseil adopte une procedure a ce sujet dûment etablie par une politique et connue des policiers autochtones qui doivent s'y conformer;

ii) qu'en cas de difficultes la procedure prevoit la demande de l'assistance du corps de police de la municipalite en question;

iii) que le service de police de la municipalite concernee soit avise et ait donne son accord sur toute action entreprise par le service de police de Betsiamites;

iv) que ces enquêtes en dehors des limites du territoire de Betsiamites soient dûment consignees dans un registre tenu specialement a cet effet;

v) les enquêtes en dehors des limites du territoire de Betsiamites seront menees conjointement avec la Sûrete du Quebec ou le corps de police local, s'il y a lieu.

3) Les policiers autochtones de Betsiamites exerceront leurs fonctions a l'emploi du Conseil.

ARTICLE 9 - MATERIEL ET EQUIPEMENTS

9.01 Le materiel et les equipements necessaires au bon fonctionnement du service de police seront acquis en fonction des budgets disponibles identifies a l'annexe "B" et peuvent être obtenus aupres du service des approvisionnements de la Sûrete du Quebec ou achetes localement par le Conseil.

9.02 Si le materiel ou les equipements sont achetes aupres du service des approvisionnements de la Sûrete du Quebec, les details de ces achats seront fournis au Conseil par la Sûrete du Quebec.

ARTICLE 10 - FINANCE ET ADMINISTRATION

10.01 Le budget du service de police pour chacune des annees financieres, tel que decrit a l'annexe "B", est de:

1991-1992: 402 200,00 $ (1er août 1991 : 265 463,00$)
1992-1993: 421 713,00 $
1993-1994: 421 713,00 $

10.02 Le budget prevu dans cette entente ne couvre pas les couts supplementaires occasionnes par un evenement imprevisible et inhabituel constituant un cas de force majeure. Si cette force majeure devait affecter le budget des services policiers, les parties s'entendent pour en discuter.

10.03 Le budget indique a l'article 10.01 sera indexe annuellement, a compter du 1er avril 1992, selon l'indice d'augmentation des prix a la consommation du mois de septembre de l'annee precedente tel qu'etabli par Statistiques Canada.

10.04 Le Canada et le Quebec partageront les couts du budget indique a 10.01 selon les modalites suivantes:

1) Cinquante-deux pour cent (52%) paye par le Canada et quarante-huit pour cent (48%) paye par le Quebec;

2) le Canada versera sa contribution directement au Quebec qui assumera la totalite de la gestion des argents verses;

3) les montants payes par le Canada et tel qu'indique à l'annexe B se feront en quatre versements en conformite avec la Politique federale de la gestion de la Tresorerie;

4) le Quebec effectuera trois versements au Conseil selon les besoins indiques par ce dernier;

5) pour les fins de cette entente, les paiements de fonds faits par le Canada pour les services de police sont sujets a l'approbation des credits necessaires par le Parlement;

6) pour les fins de cette entente, les paiements de fonds faits par le Quebec pour les services de police sont sujets a l'approbation par le Conseil du tresor.

10.05 Le budget indique à l'article 10.01 est divise en trois (3) grandes categories: 1) SALAIRES ET BENEFICES MARGINAUX, 2) OPERATIONS et 3) CAPITAL. Lorsque le Conseil desire transferer un montant d'argent d'une categorie a une autre, il devra le faire en consultation avec la Surete du Quebec.

10.06 Le Conseil doit:

1) fournir au Canada et au Quebec un rapport mensuel et cumulatif des depenses;

2) presenter au Quebec un rapport d'evolution du budget (analyse et ecarts);

3) permettre au Quebec l'acces aux registres comptables, pieces justificatives, ecrits approuvant les depenses et tout autre acte ou document relie au maintien du service de police;

4) fournir sur demande du Quebec une copie certifiee conforme par les autorites du conseil de toute piece justificative d'une depense;

5) transmettre au Quebec, dans les quatre (4) mois qui suivent l'annee financiere, un rapport financier verifie par un expert-comptable, comprenant un bilan, un etat des revenus et des depenses, de meme qu'un etat detaille de l'utilisation des sommes allouees dans le budget indique a l'annexe B, au plus tard le 30 septembre de chaque annee.

10.07 Le Conseil peut autoriser le Quebec a payer certaines depenses pour le fonctionnement du service de police qui seront consequemment deduites du budget. Le Quebec informera trimestriellement le Conseil du montant des depenses qu'il entend deduire des versements.

10.08 Tout achat projete par le Conseil au benefice du service de police et qui excede 1 000,00 $ doit faire l'objet d'une autorisation de la Sûrete du Quebec selon les modalites determinees par les cogestionnaires.

10.09 Advenant le cas ou les coûts reels d'operation du service de police sont inferieurs au total des contributions versees par le Quebec et le Canada, l'excedent de ces sommes sera retourne au Quebec qui versera au Canada sa quote-part de budget.

10.10 Le Conseil s'engage a souscrire a une assurance generale feu-vol, incluant une assurance responsabilite employeur-employe, a l'egard des prejudices pouvant être causes aux tiers par les constables du service de police.

ARTICLE 11 - AUTRES DISPOSITIONS

11.01 Le Quebec s'engage, par l'entremise de la Sûrete du Quebec, a:

1) fournir l'expertise et le support technique requis pour l'administration des budgets alloues;

2) fournir l'expertise necessaire a la preparation, l'elaboration, la presentation et l'application des plans comptables;

3) mettre a la disposition du Conseil les politiques et guides d'activites policieres et de gestion;

4) fournir le support operationnel requis au bon fonctionnement du service de police:

    a) par la visite reguliere d'un agent de liaison dont les fonctions sont decrites a l'annexe "C";

    b) par la formation operationnelle sur place ou a un autre endroit;

c) par l'assistance de diverses unites de support operationnel telles le bureau d'enquête sur les crimes majeurs, les specialistes en drogue, alcool et moralite, les techniciens en identite judiciaire et d'autres spécialistes dans le domaine des mesures d'urgence, securite routiere, relations communautaires, prevention du crime, etc.;

d) par l'assistance de diverses unites de support administratif telles que la gestion des immeubles, les telecommunications, l'administration financiere, de quartier-maitre, de transports, etc.;

e) par l'assistance au policier-chef autochtone dans la planification, l'organisation et le contrôle des operations policieres de son service de police;

f) par l'assistance au policier-chef autochtone dans la preparation et l'application des programmes de prevention dans la communaute;

g) par des sessions de planification strategique et tactique entre le service de police et la Surete du Quebec;

h) par l'assistance au Conseil de l'evaluation du personnel du service de police;

i) par toute autre tâche convenue entre le Conseil et la Sûrete du Quebec.

11.02 Les coûts relatifs à la prestation des services enumeres à l'article 11.01 seront couverts par les frais d'administration indiques à l'annexe B.

11.03 Les parties reconnaissent qu'il existe des problemes concrets concernant l'immeuble utilise comme poste de police. Elles s'engagent a etudier les problemes et les solutions, dans un delai raisonnable, et ce, en tenant compte des programmes gouvernementaux.

ARTICLE 12 - RESILIATION DE L'ENTENTE

12.01 Si un manquement, mesentente ou autre situation empêche l'application de l'une ou de l'ensemble des clauses de cette entente, les parties conviennent de former un comite en vue de solutionner celui-ci. Ce comite doit être forme d'un representant de chacune des parties.

12.02 Si le comite n'arrive pas a regler le litige dans les trente (30) jours de sa denonciation ecrite et dûment signifiee aux parties, un preavis de quatre-vingt-dix (90) jours pourra etre transmis par l'une des parties informant ses partenaires de la resiliation de l'entente.

12.03 Advenant la resiliation de l'entente, les argents non utilises par le Quebec et verses par le Canada doivent être retournes au Canada.

ARTICLE 13 - PÉRIODE DE L'ENTENTE

13.01 Cette entente prend effet à compter du 1^{er} août 1991 et se termine le 31 mars 1994.

13.02 Il n'y a pas de tacite reconduction de la presente entente.

EN FOI DE QUOI LES PARTIES DUMENT AUTORISEES A CET EFFET ONT SIGNE:

FAIT A QUEBEC, le 27 janvier 1992.

CHEF DE BETSIAMITES
dûment autorise par la resolution
du Conseil ci-annexee

Claude Ryan

LE MINISTRE DE LA SECURITE
PUBLIQUE, POUR LE QUEBEC

et par:

LE MINISTRE DELEGUE AUX
AFFAIRES AUTOCHTONES

et par:

LE MINISTRE DELEGUE AUX
AFFAIRES INTERGOUVERNEMENTALES
CANADIENNES

LE MINISTRE DES AFFAIRES
INDIENNES ET DU NORD CANADIEN,
POUR LE CANADA

ANNEXE "A"

PROGRAMME DE FORMATION DES POLICIERS AUTOCHTONES DE BETSIAMITES

Dans la mesure ou l'Institut de Police du Quebec pourra rendre disponibles les cours offerts, le present programme de formation sera respecte:

1991-1992

Mise à jour des connaissances du patrouilleur
constable-chef (3 semaines)

Mise a jour des connaissances du patrouilleur
2 constables (3 semaines)

Mise a jour des connaissances du patrouilleur
2 constables (3 semaines)

Gestion niveau 1 constable-chef (2 semaines)

Enquéte
constable-chef (2 semaines)

Enquéte
1 constable (2 semaines)

Gestion d'enquéte
constable-chef (2 semaines)

ANNEXE "B"

BUDGET DU SERVICE DE POLICE

	1991-92	1991-92 91-08-01	1992-93	1993-94
FRAIS DIRECTS				
Salaires et benefices marginaux				
Salaires	249 236	164 496	249 236	249 236
Prime du constable-chef	3 344	2 207	3 344	3 344
Primes, surnumeraires, temps supplementaire	10 000	6 600	10 000	10 000
Secretaire	22 685	14 972	22 685	22 685
Assurance-chômage	5 505	3 633	5 505	5 505
C.S.S.T.	2 753	1 817	2 753	2 753
SOUS-TOTAL DES SALAIRES	293 523	193 725	293 523	293 523
Autres depenses operationnelles				
TRANSPORT, COMMUNICATIONS ET FORMATION	4 383	2 893	4 000	4 000
SERVICES PROFESSIONNELS				
Assurance-auto	1 500	990	1 500	1 500
Verification et audition	1 400	924	1 400	1 400
Assurance responsabilite publique	2 300	1 518	2 300	2 300
Immatriculation	450	297	450	450
Gardiennage	200	132	200	200
Frais bancaires	100	66	100	100
ENTRETIEN ET RÉPARATIONS	3 500	2 310	3 500	3 500
LOCATION				
Loyer	20 550	13 563	20 550	20 550
Telecommunications	7 000	4 620	7 000	7 000
EQUIPEMENTS ET APPROVISIONNEMENT				
Pneus et pièces	1 650	1 089	1 650	1 650
Habillement	5 170	3 412	4 048	4 048
Essence et huile	12 000	7 920	12 000	12 000
Matériel de bureau	4 000	2 640	4 000	4 000
TOTAL DES DEPENSES OPERATIONNELLES	64 203	42 374	62 698	62 698
Capital				
Vehicules			20 000	20 000
TOTAL DU CAPITAL			20 000	20 000
TOTAL DES FRAIS DIRECTS	357 726	236 099	376 221	376 221
FRAIS INDIRECTS				
Salaire et bene. marginaux agent liaison	24 800	16 368	24 800	24 800
Frais d'administration (5.5% des frais directs)	19 675	12 986	20 692	20 692
TOTAL DU BUDGET	402 200	265 463	421 713	421 713
CANADA (52%):	209 144	138 040	219 291	219 291
QUEBEC (48%):	193 056	127 423	202 422	202 422

ANNEXE "C"

DESCRIPTION D'EMPLOI
AGENT DE LIAISON

Sommaire:

Sous l'autorite du Responsable de poste, le titulaire effectue la liaison entre le service de police autochtone et la Sûrete du Quebec, en exerçant un suivi du programme d'implantation du dossier de la police autochtone dans les communautes qui lui sont assignees, en assistant le policier autochtone chef et le Conseil dans la mise en application des politiques et procedes etablis, afin d'assurer l'application des differentes clauses de l'entente.

Description des tâches:

1. Assister le policier autochtone chef dans la gestion du service de police autochtone.

2. Informer son superieur sur l'etat de developpement du service de police autochtone en soumettant a son responsable d'unite, et ce, apres chaque visite, un rapport de visite en y apportant les commentaires appropries, afin d'exercer un suivi sur l'etat d'avancement du processus d'implantation.

3. Assister et conseiller le service de police autochtone, tant dans son travail operationnel qu'administratif, en effectuant un suivi des travaux, en prodiguant des conseils et des suggestions, en agissant a titre de personne ressource aupres du ou des policiers autochtones en ce qui a trait a leur formation policiere (ex.: rapports, enquêtes, etc.), afin de leur transmettre l'expertise acquise par la Sûrete du Quebec.

4. Exercer un suivi des dossiers operationnels et administratifs en les verifiant avec l'aide du policier autochtone ou du policier autochtone chef et en l'assistant dans l'epuration des dossiers, afin de verifier si les politiques et les procedes administratifs sont bien suivis.

5. Assister le policier autochtone ou le policier autochtone chef dans la planification, l'organisation et le contrôle des operations policieres de la communaute, le contrôle de la quantité et de la qualite du travail, l'evaluation du personnel, la planification des vacances annuelles, la préparation des horaires de travail, en se reférant a son experience ainsi qu'aux connaissances acquises, afin d'obtenir le meilleur rendement possible.

6. Proceder a l'echantillonnage des rapports soumis par le ou les policiers autochtones avant de les soumettre soit a l'agent de liaison, a la cour ou au Substitut du procureur general, en s'assurant que tous les elements sont inscrits aux rapports, afin de disposer de rapports complets, de qualite et repondant aux normes édictees, ainsi que d'informer le policier autochtone chef des correctifs a apporter.

7. Executer les enquêtes de caractere lors du processus d'embauche en cueillant des renseignements sur les antecedents des candidats et de leur entourage, afin de s'assurer de la probite des personnes selectionnees.

8. Signaler au comite de securite publique les ecarts de comportement du ou des policiers autochtones.

9. Etablir et maintenir des relations etroites avec les autorites civiles, scolaires et religieuses, les organisations, groupes, corps intermediaires, medicaux et les services sociaux en participant à des reunions et à des échanges, afin de maintenir une image positive de la Sûrete du Quebec dans les communautes.

10. Agir à titre de personne ressource pour l'évaluation du policier autochtone chef.

11. Assister le policier autochtone chef dans la préparation des statistiques mensuelles du service de police autochtone.

12. Informer la Division des communautes autochtones de la Sûrete du Quebec de l'avancement de l'implantation du service de police autochtone en préparant et soumettant un etat de situation, afin d'assurer un suivi et d'apporter les correctifs necessaires.

13. Assister le policier autochtone chef dans la preparation du rapport annuel sur les activites du service de police, en identifiant la nature des informations a colliger, en effectuant diverses recherches et en retenant les informations pertinentes, afin de produire le rapport annuel a l'interieur des delais prevus.

14. Effectuer toute autre tâche connexe que peut lui confier son superieur.

SECTION 3

ONTARIO FIRST NATIONS
POLICING AGREEMENT
1991 - 1996

GRAND COUNCIL TREATY #3 NATION
NISHNAWBE-ASKI NATION
ASSOCIATION OF IROQUOIS AND
ALLIED INDIANS
ANISHINABEK NATION
SIX NATIONS OF THE GRAND RIVER
CANADA
ONTARIO

INDIAN COMMISSION OF ONTARIO
March 30, 1992

INDEX

SUBJECT PAGE

Parties 4

Preamble 5

Definitions 6

Goals 8

Objectives 8

Choice of First Nations Police Service 9

Police Complement 11

Police Recruitment, Training, Education and Promotion 12

Civilian Support Staff 14

Salaries, Fringe Benefits and Pensions 14

Buildings and Accommodation 15

Equipment supply and standards 16

Police Governing Authority 16

- Membership 16
- General Duty 17
- Police Discipline and Public Complaints 18

Ontario First Nations Police Commission 19

Duties, principles and guidelines to ensure effective policing and cooperation 22

Transition Period 26

Administration of First Nations Police Services 27

Financial Arrangements 29

Miscellaneous 32

Evaluation 35

Schedule "A"... 37

AGREEMENT made this 30th day of March 1992,

AMONG: GRAND COUNCIL TREATY #3 NATION

OF THE FIRST PART

- and -

NISHNAWBE-ASKI NATION

OF THE SECOND PART

- and -

THE ASSOCIATION OF IROQUOIS
AND ALLIED INDIANS

OF THE THIRD PART

- and -

ANISHINABEK NATION

OF THE FOURTH PART

- and -

THE CHIEF AND COUNCIL OF THE
SIX NATIONS OF THE GRAND
RIVER TRACT

OF THE FIFTH PART

- and -

HER MAJESTY THE QUEEN
IN RIGHT OF CANADA
as represented by the
Minister of Indian Affairs
and Northern Development
and the Solicitor General
hereinafter referred to
as CANADA

OF THE SIXTH PART

- and -

HER MAJESTY THE QUEEN IN RIGHT
OF THE PROVINCE OF ONTARIO
as represented by the
Solicitor General
hereinafter referred to
as ONTARIO

OF THE SEVENTH PART

WHEREAS under the Constitution Acts, 1867 and 1982, Canada has legislative responsibility with respect to Indians and lands reserved for the Indians, Ontario has legislative responsibility for the administration of justice in the Province of Ontario and the aboriginal peoples of Canada have their existing aboriginal and treaty rights recognized and affirmed thereby; and,

WHEREAS the Parties hereto wish to cooperate with each other in striving to ensure that effective and efficient police services consistent with First Nations needs and requirements, exist on all First Nations territories in Ontario; and,

WHEREAS the Parties hereto, while recognizing that amongst themselves and when acting together there exists full federal, provincial and First Nations authority, responsibility and jurisdiction to make this Agreement consistent with evolving constitutional arrangements, further recognize that this Agreement does not alter or affect the division of constitutional authority, responsibility, jurisdiction or rights of the Parties hereto or any position that the Parties hereto may adopt in any forum with respect thereto; and,

WHEREAS the Parties hereto are desirous of entering into a multi-year Agreement on First Nations policing arrangements in the Province of Ontario in order to build on the progress made by previous policing Agreements between the Parties hereto and to provide a secure basis for the creation or continued development, on First Nations territories, of First Nations Police Services controlled, within the meaning of this Agreement, by First Nations police governing authorities or such other police services as are desired by First Nations Governments and are described in this Agreement; and

WHEREAS First Nations Police Services, the O.P.P., the R.C.M.P., municipal and regional police services are professionals working cooperatively and contributing equally to the safety and security of the people of Ontario.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Parties hereto, in consideration of the mutual covenants hereinafter set out, agree as follows:

Definitions

1. (a) In this Agreement,

   (i) "Civilian staff" means persons, not being First Nations Constables, who provide support services to a First Nations Police Service;

   (ii) "Commission" means the Ontario First Nations Police Commission referred to in paragraph 22 of this Agreement;

(iii) "Commissioner" means the Commissioner of the Ontario Provincial Police;

(iv) "First Nations Constable" means a First Nations Constable under the Police Services Act of Ontario who is appointed pursuant to paragraph 8 of this Agreement;

(v) "First Nations Government" means the Council of an Indian Band in Ontario (as defined in the Indian Act of Canada);

(vi) "First Nations Territory" means a reserve (as defined in the Indian Act of Canada);

(vii) "O.P.P." means the Ontario Provincial Police;

(viii) "police governing authority" means the body appointed pursuant to paragraph 19 of this Agreement;

(ix) "quarter" means the period of three calendar months extending from April 1st to June 30th, July 1st to September 30th, October 1st to December 31st, or January 1st to March 31st in any year during the term of this Agreement;

(x) "R.C.M.P." means the Royal Canadian Mounted Police.

(b) The definitions of "First Nations Government" and "First Nations Territory" are used for the purposes of this Agreement only and do not necessarily reflect the meaning ascribed to these terms by the aboriginal peoples of Canada.

Goals

2. The primary goal of First Nations policing arrangements in Ontario is for the First Nations, with the financial support of Canada and Ontario, to provide an effective and efficient policing service which is culturally sensitive and appropriate for First Nations communities. This will include First Nations members in providing policing services and in serving on the police governing authorities responsible for providing such services. An effective policing service will include keeping the peace, providing protection to both persons and property through prevention, community education, and enforcement of federal, provincial and First Nations laws and rendering assistance to the public in both emergency and non-emergency situations.

Objectives

3. The primary objective of First Nations policing arrangements in Ontario is to provide a level and standard of police

service at least equivalent to that provided in non-aboriginal communities with the equivalent police work-load, population and location. A further objective is to provide 24-hour-per-day police coverage to any First Nations Territory where such coverage would be provided to a non-aboriginal community in Ontario with the equivalent police work-load, population and location.

Choice of First Nations policing arrangements

4. (a) A First Nations Government or group of First Nations Governments may, by negotiated agreement with Canada and Ontario, choose the type of First Nations policing arrangements to be implemented on its territory, which may consist of, but not be limited to, one or more of the following examples:

(i) a First Nations police service controlled, within the meaning of this Agreement, by a First Nations police governing authority operating on First Nations Territory e.g. the Six Nations Police has already been created,

(ii) a First Nations regional police service controlled, within the meaning of this Agreement, by a First Nations police governing authority operating on a group of First Nations Territories e.g. it is intended that the Nishnawbe-Aski Nation Police, the Anishinabek Nation Police, the Grand Council Treaty #3 Police, and the Association of Iroquois and Allied Indians Police will be created during the term of this Agreement,

(iii) by agreement with the First Nations Police services involved, one First Nations police service supplemented by another First Nations police service,

(iv) by agreement with the municipal or regional police service involved or with the O.P.P., a First Nations police service supplemented by a municipal or regional police service or the O.P.P. in a manner not inconsistent with the Police Services Act of Ontario e.g. it is intended that First Nations should have the option of policing with First Nations Constables supported by a municipal or regional police service or by the O.P.P., or

(v) by agreement with the municipal or regional police service involved or with the O.P.P. to be policed by that municipal or regional police service or by the O.P.P. in a manner not inconsistent with the Police Service Act of Ontario e.g. it is intended that First Nations should have the option of policing by other than a First Nations police service if they so desire.

(b) The procedures to be adopted in exercising any of the options set out in sub-paragraph 4(a) are set out in paragraphs 32 and 47 of this Agreement.

Police Complement

5. The number of First Nations Constables required to provide effective and efficient First Nations police services in Ontario depends on the type of policing model chosen by First Nations Governments.

6. If all First Nations Governments were to choose a police service model referred to in sub-paragraph 4 (a) (iv), the minimum number of First Nations Constables required would be 213.

7. The police service models referred to in sub-paragraph 4(a)(iv) would require the smallest number of First Nations Constables and, to the extent that First Nations Governments choose the police service models referred in sub-paragraphs 4(a)(i), 4(a)(ii) or 4(a)(iii) and related policing agreements are negotiated, additional First Nations Constables will be required to a maximum of 313 during the term of this Agreement as shown in Schedule "A" attached hereto.

Police recruitment, training, education and promotion

8. First Nations Constables shall be identified by their own communities under procedures approved by the relevant police governing authority or, where no police governing authority has been created, under procedures established by the relevant First Nations Government. The Commissioner may then appoint any person so identified as a First Nations Constable under the Police Services Act of Ontario and shall not withdraw such status without first consulting with the body that identified a First Nations Constable for appointment.

9. First Nations Constables must receive the same basic recruit training, or the equivalent, as every Ontario Provincial Police officer including attendance at the Ontario Police College, the Ontario Provincial Police Academy and through detachments of the O.P.P. in order to be eligible to continue in employment. Basic recruit training in Ontario shall include a module on First Nations policing arrangements to provide relevance to First Nations Constables and to ensure that all police in Ontario have knowledge of First Nations policing arrangements, culture and traditions.

10. In addition to the arrangements made in paragraph 9, police governing authorities may individually or collectively request or provide additional training to ensure that the First Nations police service that is provided is of the type and up

to the standards that are required, having regard to the particular demands of their respective communities and to be funded out of the monies allocated for training in Schedule "A" of this Agreement.

11. First Nations Constables shall be promoted under procedures established by the relevant police governing authority in jgconsultation with the Commission.

12. First Nations Constables must have completed at least four years of secondary education, or the equivalent, by the end of the basic recruit training phase referred to in paragraph 9 to be eligible to continue in employment and retain First Nations Constable status.

13. First Nations Constables shall be eligible for admission to all in-service and advanced police training programmes available in Ontario and Canada subject to meeting the entry criteria for a particular course, a place being available, and having the recommendation of the relevant police governing authority supporting such attendance. The Parties hereto shall, in consultation with the Commission, use their best efforts to ensure that First Nations Constables receive sufficient in-service and advanced training to maximize their professional development.

Civilian support staff

14. Adequate civilian support staff is essential in the provision of effective and efficient police services, and the Parties hereto will ensure that, once the policing model referred to in subparagraph 4(a) has been selected by a First Nations Government or group of First Nations Governments and the appropriate complement of First Nations Constables has been identified, an adequate number of civilian support staff will also be appointed having regard to the police work-load, population, location, other matters relevant to policing and specific to the location in question.

Salaries, Fringe Benefits and Pensions

15. (a) Salaries paid to First Nations Constables and civilian staff under this Agreement shall be in accordance with classes and schedules established by arrangements among Canada, Ontario and representatives of the First Nations Governments and the annual salary adjustment for First Nations Constables and civilian staff shall be not less than the percentage adjustments granted to the O.P.P. and to O.P.P. civilian staff respectively.

(b) Salaries referred to in sub-paragraph 15(a) for First Nations Constables shall include fringe benefits not less than those received by members of the O.P.P.

(c) Salaries referred to in sub-paragraph 15(a) for civilian staff shall include fringe benefits not less than those received by O.P.P. civilian staff.

16. (a) In the event that it becomes necessary or desirable for any reason to enrol First Nations Constables in a pension plan that is different from the one in which they were first enroled, the Parties hereto will use their best efforts to minimize any detrimental impact relating to portability.

(b) The form of pension plan to cover First Nations policing arrangements will be the subject of discussion by the Parties hereto in connection with future developments respecting the employment of First Nations Constables in regional policing arrangements.

Buildings and Accommodation

17. Commensurate with the policing model selected, the complement of First Nations Constables appointed and the provision of adequate civilian support staff, the police governing authority or First Nations Government shall ensure that an appropriate police office and, where necessary, cell accommodation are supplied to enable an effective and efficient policing service to be provided on its First Nations territory in Ontario to a maximum cost in each fiscal year as shown in Schedule 'A' of this Agreement.

Equipment Supply and Standards

18. (a) Unless arrangements are agreed otherwise, equipment used by First Nations Constables in the performance of their duties, including all modes of transportation and communications, uniforms, and where applicable, firearms, together with any other equipment so used, shall be provided by Ontario through the O.P.P. procurement system or, where this can be more economically achieved, by other arrangements with competent suppliers.

(b) Unless arrangements are agreed otherwise, equipment standards shall be set by the Commission in a manner not inconsistent with the Police Services Act of Ontario and the regulations made thereunder.

Police Governing Authority

Membership

19. (a) Unless the parties to the arrangements agree otherwise, the membership of a police governing authority shall not exceed six in number. The appointment thereto and the duration thereof shall be at the discretion of a First Nations Government except that, Ontario and Canada may during the transition period, unless arrangements are agreed otherwise, appoint a member or a non-member advisor thereto, in consultation with the First Nations Government concerned, and the majority of First Nations Government appointees shall not be members of the First Nations Government.

(b) Canada may appoint a member or a non-member advisor to a police governing authority if requested by the First Nations Government concerned.

(c) It is intended that a Nishnawbe-Aski Nation police governing authority, an Anishinabek Nation police governing authority, a Grand Council Treaty #3 police governing authority and an Association of Iroquois and Allied Indians police governing authority will be created during the term of this Agreement.

(d) Nothing in this paragraph shall preclude parties negotiating arrangements under subparagraphs 4(a)(i) and 4(a)(ii) of this Agreement from agreeing to other arrangements on the membership of the relevant police governing authority.

General duty

20. (a) It shall be a duty of the police governing authority to control, within the meaning of this Agreement, the police service provided on First Nations territory. A police governing authority referred to in subparagraphs 4(a)(i) or 4(a)(ii) shall determine the policing objectives for its community and identify the police and civilian support staff complement and the buildings and equipment necessary to police the community in an effective and

culturally sensitive manner. A First Nations Government involved in policing arrangements referred to in subparagraphs 4(a)(iii), 4(a)(iv) or 4(a)(v) shall determine the policing objectives for its community in cooperation with the police service it chooses to police that First Nations Territory.

(b) There shall be no interference by the police governing authority or First Nations Government, in individual cases, in the investigative or prosecutorial process.

(c) Subject to an agreement by the parties to the contrary, the police governing authority or First Nations Government shall not direct the police service with respect to specific operational decisions or day-to-day operations.

(d) Functions recognized by this Agreement as belonging to a police governing authority or First Nations Government are exercisable only by that authority or Government and not by their members acting as individuals.

Police Discipline and public complaints

21. (a) The police governing authority referred to in sub-paragraph 4(a)(i) or 4 (a)(ii) shall forthwith develop procedures for dealing with complaints against, and

discipline of, First Nations Constables and consult with the Commissioner thereon prior to making any final decision. Unless the parties to the arrangements agree otherwise, such procedures for discipline and complaints shall not be inconsistent with the principles set out in the Police Services Act of Ontario and the regulations made thereunder.

(b) A First Nations Government or group of First Nations Governments choosing a police service referred to in subparagraphs 4(a)(iii), 4(a)(iv) or 4(a)(v) shall develop procedures referred in subparagraph 21(a) by agreement with the police service it chooses to police that First Nations Territory.

Ontario First Nations Police Commission

22. The Parties hereto have previously established the Commission, which is continued hereunder, and its membership consists of eone representative of each of the Parties hereto. The Parties hereto recognize the importance of the Commission as part of the policing arrangements within the Province of Ontario and Canada and Ontario shall share the costs of the Commission as set out in Schedule 'A' of this Agreement.

23. (a) The Commission will,

(i) advise the appropriate bodies respecting the promotion of a positive understanding of crime prevention and law enforcement by the First Nations of Ontario; and

(ii) review and make decisions respecting the standards required for appointment pursuant to paragraph 8 of this Agreement, the equipment provided pursuant to paragraphs 18 and 19 and the training provided pursuant to paragraphs 9, 10 and 13; and

(iii) receive and review submissions from First Nations Governments, police governing authorities, First Nations Constables and the First Nations Police Association or other representative of the First Nations Constables respecting the operation of any aspect of First Nations policing arrangements and make decisions therein except that the Commission shall not play a trial or appellate role in any formal discipline procedures taken against individual First Nations Constables; and

(iv) assist First Nations Constables in their relations with First Nations Governments, Police Governing Authorities and the O.P.P. and other police agencies and with respect to their career goals; and

(v) explore crime prevention programs and other policing arrangements which may be appropriate for First Nations Territories and may facilitate long-term planning for the policing of such First Nations territories; and

(vi) provide a forum to resolve differences of opinion arising between the Commissioner, First Nations Governments and Police Governing Authorities under this Agreement; and

(vii) develop a memorandum of understanding on the investigation of serious crime; and

(viii) monitor the allocation of First Nations Constables under this Agreement; and

(ix) maintain premises and hire sufficient staff with the necessary expertise to discharge the functions of the Commission; and

(x) unless other arrangements are made by negotiations under sub-paragraphs 4(a) and 4(b), receive annual reports from Police Governing Authorities and the O.P.P. on First Nations policing arrangements funded under this Agreement; and

(xi) undertake such other duties as are assigned to it in this or any future Ontario First Nations policing agreements or First Nations regional policing arrangements in Ontario or pilot projects in connection therewith.

(b) The decisions and recommendations of the Commission shall require a consensus by its membership or, in the absence of consensus, by a procedure developed by the Commission.

(c) The Parties hereto shall, during the term of this Agreement, consider whether the Commission's composition and terms of reference should be made the subject of joint Orders-in-Council by Canada and Ontario or federal and provincial legislation. It is further understood by the Parties hereto that the structure, functions, budget and relationships of the Commission may be changed, by agreement of the Parties hereto, after consideration has been given to the report and recommendations of a consultant hired by the Parties hereto to report on the structure, functions and budget of the Commission and its relationship with police governing authorities referred to in this Agreement.

24. (a) Nothing in this Agreement shall be construed so as to preclude the Commissioner from discharging all duties

under the Police Services Act of Ontario or under the statutory or common law of Ontario or Canada.

(b) In any case where it is necessary for the Commissioner to take action under subparagraph 24(a), in order to resolve any difference of opinion, between the Commissioner and any other party on the interpretation or implementation of subparagraph 24(a) of this Agreement, the Commissioner shall, within 90 days of taking such action, make a written report to the Commission on the dispute and on the action taken.

Duties, principles and guidelines to ensure effective policing and cooperation.

25. It shall be the duty of First Nations Constables and First Nations police services to keep the peace, prevent crime, enforce the law and seek to achieve the goals and objectives described in paragraphs 2 and 3 of this Agreement.

26. The relevant First Nations police service shall, as a general principle, be involved in all police operations on First Nations Territory.

27. The relevant Parties hereto shall communicate with federal, provincial, regional, municipal, and First Nations police services to exhort them to prepare mutually acceptable

guidelines to deal with law enforcement issues which may arise in areas where both First Nations and other police services exist in contiguous localities, with a view to ensuring a high degree of cooperation among police services involved in keeping the peace, preventing crime and enforcing the law. In particular, a copy of this Agreement shall be sent to each such police service.

28. Without prejudice to the generality of paragraph 27 herein, the Parties hereto agree that such guidelines should include procedures for dealing with:

(a) police pursuits that commence in one jurisdiction and conclude in another and involve First Nations Territory;

(b) appropriate notice when federal, provincial, regional or municipal police enter on to First Nations Territory or First Nations police enter on to the territorial jurisdiction of another police service for investigative or other law enforcement-related purposes;

(c) emergency and extraordinary entry, without prior notification, and the development of alternative strategies to reduce the incidence of unnecessary entries.

29. The duties, principles and guidelines referred to in paragraphs 25 to 28 of this Agreement assume as follows:

(a) The relevant First Nations police service under sub-paragraphs 4(a) (i) and (ii) of this Agreement, has primary responsibility for the enforcement of all laws on First Nations Territory which fall within its jurisdiction.

(b) The relevant First Nations police service, under sub-paragraphs 4(a), the RCMP, the OPP and certain municipal police services (e.g. Sarnia Police Department) have responsibility for the enforcement of federal laws on First Nations Territory.

(c) The relevant First Nations police service under sub-paragraphs 4(a) the OPP and certain municipal forces (e.g. Sarnia Police Department) have responsibility for the enforcement of provincial laws on First Nations Territory.

(d) Unless arrangements to the contrary are made by by-law or otherwise, the relevant First Nations police service, under sub-paragraphs 4(a) has responsibility for the enforcement of Band By-Laws and other First Nations laws on First Nations Territories.

30. (a) The O.P.P. shall provide all reasonable support upon the request of First Nations Constables.

(b) Nothing in this Agreement shall prevent a police governing authority or First Nations Government from requesting the assistance of the O.P.P. or other relevant police agency.

31. All functions assigned to the Commissioner under this Agreement, with the exception of the appointment and withdrawal of appointment of First Nations Constables under the Police Services Act of Ontario, may be delegated by the Commissioner to any member of the O.P.P. acting with the approval of the Commissioner.

Transition period

32. A transition period is contemplated during the term of this Agreement during which, when so desired by a First Nations Government or group of First Nations Governments, responsibility for providing policing services on First Nations Territory will increasingly fall, (with financial support from Canada and Ontario) upon such First Nations. This transition period contemplates the following steps:

(a) identification by a First Nations Government or a group of First Nations Governments of a model under subparagraph 4(a) for policing the First Nation or group of First Nations

(b) establishment of a police governing authority

(c) establishment of a police service

(d) provision of an adequate number of trained First Nations Constables and civilian support staff

(e) provision of adequate police office facilities, cell accommodation and operating equipment

(f) establishment of a complaint and discipline process

(g) where negotiations are necessary, the Indian Commission of Ontario process shall be utilized unless the parties thereto agree to other procedures.

Administration of First Nations Police Services

33. (a) Where a First Nations Government or group of First Nations Governments takes responsibility for a First Nations Police Service referred to in subparagraph 4(a)(i) or 4(a)(ii), then, unless arrangements are made to the contrary, the administration of that First Nations Police Service shall be the responsibility of the

relevant First Nations police governing authority which shall be the employer of its First Nations Constables and civilian staff, recognizing and accepting the responsibilities and obligations that are placed upon employers by law.

(b) The OPP or other police service involved shall continue to share responsibility for the administration of policing arrangements with those First Nations Governments that choose not to establish their own police services under sub-paragraph 4(a)(i) or that choose not to become part of a First Nations regional police service under sub-paragraphs 4(a) (ii).

(c) In arrangements referred to in sub-paragraphs 4(a)(iii) or 4(a)(iv), the First Nations Government shall be the employer of the First Nations Constables and civilian staff and the Commissioner or relevant Chief of Police shall administer First Nations policing arrangements jointly with the First Nations Governments concerned.

(d) For the purposes of this paragraph "administration" includes the responsibility for the payment of salaries, and wages, employee benefits and other operating expenses incurred by the First Nations police service.

(e) Police governing authorities taking control of administration of police services under subparagraph 33(a) shall maintain such books and records and employ such procedures and safeguards as are mandatory in the case of funds allocated under the authority of Parliament and the Legislature respectively.

(f) Nothing in this paragraph shall prevent more specific arrangements being entered into by the parties to First Nations policing arrangements.

Financial arrangements

34. The Commission shall control its expenditures and limit them to the funds dedicated to the Commission under Schedule 'A'of this Agreement.

35. It is understood by the Parties hereto that Schedule "A" contains only estimates of expenditures on First Nations policing arrangements under this Agreement in the 1991-96 fiscal years and that the actual expenditures therein will be ascertained, in due course, by following the procedures described in paragraphs 36 to 40 (inclusive) of this Agreement, where appropriate.

36. The maximum costs of First Nations policing arrangements, as estimated by Ontario, are set out in Schedule "A". Payments made by Canada to Ontario will be based on the actual cost of

First Nations policing arrangements but will not exceed the costs set out in Schedule A and subject always to the appropriation of funds therefor by Parliament or the Legislature.

37. (a) Not more than thirty days following the end of each quarter, Ontario shall provide to the Commission and to the Parties hereto:

(i) an accounting of the expenditures made in execution of this Agreement during that quarter,

(ii) a billing for Canada's share of those costs, and

(iii) an Expenditure Plan and Cash Flow statement, if applicable.

(b) Such reporting shall be prepared by Ontario in a form satisfactory to Canada.

38. (a) Following receipt of the expenditure reports referred to in sub-paragraph 37(a), Canada shall pay to Ontario its share of the monies expended during that quarter. Cheques shall be processed within thirty (30) days of receipt of this expenditure report by Canada.

(b) Ontario shall ensure that Police Governing Authorities who have taken over responsibility for the administration of First Nation Police Services under subparagraph 33(a) receive timely payments of funds to permit them to discharge their obligations under this Agreement.

(c) Ontario shall continue to provide liability insurance coverage for all First Nations Constables acting lawfully in the execution of their duties.

39. (a) Independent auditors may be appointed by Canada or Ontario at their own expense to review the financial records relating to First Nations policing arrangements maintained by the Ministry of the Solicitor General of Ontario or police governing authorities under this Agreement to ensure that First Nations policing arrangements under this Agreement are being managed within the agreed arrangement and that generally accepted accounting principles and practices have been consistently applied in the maintenance of financial records. All necessary adjustments shall be made within sixty (60) days after March 31 of each fiscal year covered by this Agreement, against payments made under paragraph 38(a) in respect of the twelve (12) month period in question and any amounts owing shall be paid to Canada by Ontario, or to Ontario by Canada, or to a

police governing authority by Ontario or to Ontario by a police governing authority as the case may be.

(b) Canada and Ontario shall provide to the Commission and to the Parties hereto any reports made by independent auditors appointed under subparagraph 39(a) herein.

40. Any payments made by either Canada or Ontario under this Agreement shall be by cheque drawn in favour of either the Receiver General of Canada or the Treasurer of Ontario, as the case may be.

41. The Commission shall provide the materials referred to in subparagraphs 37(a) and 39(a) to First Nations Governments or their representatives as First Nations Governments shall direct.

Miscellaneous

42. This Agreement shall not preclude and shall be without prejudice to:

(a) any other Tripartite discussions or any bi-lateral discussions between First Nations in Ontario and Canada on matters which may be dealt with under the Tripartite Process on First Nations self-government;

(b) constitutional discussions and processes;

(c) the position which any of the Parties hereto may adopt in any other forum; and

(d) negotiations on the Nishnawbe-Aski Memorandum of Understanding or on the Declaration of Political Intent.

43. Nothing in this Agreement shall be construed so as to affect, prejudice or derogate from aboriginal, treaty, constitutional or any other rights, privileges or freedoms which have accrued to or may accrue to any First Nations regardless of whether such rights, privileges and freedoms are recognized, established and defined before or after the execution of this Agreement.

44. (a) This Agreement may be amended from time to time or terminated, or both, by agreement of the Parties hereto in writing.

(b) Any renegotiations required before amendments are made shall utilize the Indian Commission of Ontario process unless the Parties hereto agree to other procedures.

45. (a) This Agreement shall commence on the 1st day of April 1991 and shall expire on the 31st of March 1996, provided

that it shall be renewed or extended on terms and conditions agreed to in writing by the Parties hereto and pending such renewal or extension the provisions of this Agreement shall prevail.

(b) In the event that jurisdictional, constitutional or related arrangements between the Parties hereto were to be changed during the term of this Agreement in a manner which altered the nature of the current relationship between the Parties hereto, it is the intention of the Parties hereto to ensure continuity of First Nations policing services under this Agreement until any alternative arrangements that may be necessary can be considered.

(c) The alternative arrangements, if any, referred to in subparagraph 45(b) will be made by the Parties hereto meeting in negotiation to arrange the steps necessary to take account of both the changed circumstances and the need to ensure continuity of effective policing.

46. No member of the House of Commons or of the Ontario Legislature shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

47. Nothing in this Agreement shall be construed as requiring any First Nations Government or group of First Nations Governments to make any particular choice on the type of First Nations or other police service to adopt on any First Nations Territory or to be subject to any particular time-frame with respect to making any such choice. Such choices are a matter for the First Nations Governments or group of First Nations Governments concerned to proceed in a manner acceptable to their communities.

Evaluation

48. (a) The operation and administration of all of the arrangements under this Agreement shall be evaluated during the final six months of the fourth fiscal year of this Agreement by a process acceptable to the Parties hereto so that an evaluation report may be considered by the Parties hereto during the first quarter of the final fiscal year, with a view to a decision being made on future First Nations policing arrangements in the Province of Ontario.

(b) The financing of the evaluation referred to in sub-paragraph 48(a) shall be provided as to 52% by Canada and 48% by Ontario and shall not exceed $100,000.00 as referred to in Schedule "A" of this Agreement.

IN WITNESS WHEREOF this Agreement has been executed on behalf of Grand Council Treaty #3 Nation, by

Grand Chief

and on behalf of the Nishnawbe-Aski Nation, by

Grand Chief

and on behalf of The Association of Iroquois and Allied Indians, by

Grand Chief

and on behalf of the Anishinabek Nation, by

Grand Council Chief

and on behalf of the Chief and Council of the Six Nations of the Grand River Tract, by

Chief

and on behalf of CANADA, by

Minister of Indian Affairs
and Northern Development

Doug Lewis

Solicitor General

and on behalf of ONTARIO, by

Solicitor General

Minister Responsible
for Native Affairs

SCHEDULE "A"

ONTARIO FIRST NATIONS POLICING AGREEMENT

ESTIMATED EXPENDITURES 1991/92 to 1995/96
ESTIMATED OPERATING COSTS (FIRST NATIONS CONSTABLES)

Fiscal Year	Maximum No.	Costs per Constable	Canada share	Ontario share	Total
1991/92	152	76,447	6,042,400	5,577,600	11,620,000
1992/93	222	74,360	8,584,160	7,923,840	16,508,000
1993/94	272*	74,643	10,557,560	9,745,440	20,303,000
1994/95	297*	81,013	12,511,720	11,549,280	24,061,000
1995/96	313*	90,195	14,680,120	13,550,880	28,231,000

* **Note**: Complement above 222 subject to negotiation of agreements

ESTIMATED OPERATING COSTS
ONTARIO FIRST NATIONS POLICE COMMISSION

Fiscal Year	Canada share	Ontario Share	Total
1991/92	109,600	101,100	210,700
1992/93	115,600	106,700	222,300
1993/94	121,400	112,000	233,400
1994/95	127,400	117,600	245,000
1995/96	133,800	123,500	257,300

ESTIMATED OPERATING COSTS
POLICE GOVERNING AUTHORITIES

	Canada share	Ontario share	Total
1991/92	182,000	168,000	350,000
1992/93	208,000	192,000	400,000
1993/94	234,000	216,000	450,000
1994/95	286,000	264,000	550,000
1995/96	338,000	312,000	650,000

ESTIMATED CAPITAL COSTS

	Canada share	Ontario share	Total
1991/92	104,000	96,000	200,000
1992/93	104,000	96,000	200,000
1993/94	104,000	96,000	200,000
1994/95	104,000	96,000	200,000
1995/96	104,000	96,000	200,000

ESTIMATED EVALUATION COSTS

1994/95	$100,000	already factored into 1994/95 totals and includes Six Nations Evaluation

	Grand total (Canada's share)	Grand total (Ontario's share)	Grand Total
1991/92	6,438,000	5,942,700	12,380,700
1992/93	9,011,760	8,318,540	17,330,300
1993/94	11,016,960	10,169,440	21,186,400
1994/95	13,029,120	12,026,880	25,056,000
1995/96	15,255,920	14,082,380	29,338,300

ESTIMATED BREAKDOWN OF ESTIMATED COSTS PER CONSTABLE FOR EACH FISCAL YEAR

(EXCLUDING EVALUATION COSTS)

PERCENTAGES		1991/92	1992/93	1993/94	1994/95	1995/96
1.8	Training	941	1,590	1,232	859	722
17.9	Liaison and Coach Officer	4,539	3,608	3,647	3,589	3,578
13.8	Administration	4,691	3,937	4,011	3,949	3,930
2.3	Transportation and Communications	1,355	1,896	1,617	1,418	1,441
17.2	Service and Rentals	5,046	4,568	4,033	4,003	3,987
.7.0	Supplies and Equipment	7,237	9,748	6,577	5,798	6,936
	Salary and Benefits	45,994	42,995	47,427	54,569	61,742
	Overtime	3,631	3,473	3,919	4,498	5,070
	Civilian Support Staff	3,013	2,545	2,180	2,330	2,789
Totals		76,447	74,360	74,643	81,013	90,195

SECTION 4

TRANSLATION
FROM FRENCH

DRAFT
FOR DISCUSSION ONLY

December 2, 1991

AGREEMENT ON POLICING SERVICES
AT
KITIGAN ZIBI ANISHINABEG

(hereinafter called "Kitigan Zibi")

BETWEEN

THE KITIGAN ZIBI ANISHINABEG BAND COUNCIL
(hereinafter called the "Kitigan Zibi Council")

OF THE FIRST PART

AND

THE GOVERNMENT OF CANADA
(as represented by the Minister of Indian Affairs
and Northern Development
(hereinafter called "Canada")

OF THE SECOND PART

AND

THE GOVERNMENT OF QUEBEC
as represented by the Ministre de la Sécurité publique,
the Ministre délégué aux Affaires autochtones
and the Ministre délégué aux
Affaires intergouvernementales canadiennes
(hereinafter called "Quebec")

OF THE THIRD PART

WHEREAS Canada, Quebec and the Kitigan Zibi Council agree on the need to maintain policing services in the Algonquin community of Kitigan Zibi within a legal and administrative framework that preserves Canada's jurisdiction and fiduciary responsibility with regard to natives and preserves Quebec's jurisdiction and responsibility with regard to maintaining order and ensuring public security on the territory of Quebec and preserves the legal jurisdiction of the Kitigan Zibi Council over its territory;

WHEREAS there is good reason for the Algonquin Kitigan Zibi Council to have greater autonomy;

WHEREAS it is advisable, to achieve this end, that an agreement be signed by the Government of Canada, the Government of Quebec and the Kitigan Zibi Council;

WHEREAS this agreement does not have the effect of amending or infringing in any way the ancestral, treaty and constitutional rights or any other right, privilege or freedom that is exercised or might be exercised by any of the parties to this Agreement;

THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 - PREAMBLE AND SCHEDULES

The preamble and schedules form an integral part of this Agreement.

ARTICLE 2 - DEFINITIONS

In this Agreement, unless the context requires otherwise:

2.01 Policing means all the policing services provided by the constables of the community of Kitigan Zibi on the following territory:

The territory bordered on the east by the Desert River, the Gatineau River and the Town of Maniwaki, on the northwest by the Riviere de l'Aigle (tributary of the Desert River), on the west by the township of Béliveau, on the southwest by the township of Church and on the south by the township of Bouchette.

The preceding territorial description is valid only for the purposes of the present Agreement and is made without prejudice to any claims that Canada, Quebec and the Council may have regarding the true boudaries of the Reserve.

2.02 Constable means a person appointed and sworn as a constable and peace officer pursuant to sections 80 and 83 of the Police Act (RSQ, c P-13), including the Chief Constable and any supernumerary or supernumeraries.

2.03 Self-management means the administration of the policing services, which shall be carried out solely by the Council, which has complete responsibility therefor. The Council shall determine expenditure priorities on the basis of the budget approved by this Agreement. The Council may make adjustments within the approved budget.

ARTICLE 3 - PURPOSE

3.01 The purpose of this Agreement is to maintain policing services in the Algonquin community of Kitigan Zibi.

ARTICLE 4 - MANDATE OF POLICE FORCE

4.01 The primary responsibility of the police force is to maintain order, keep the peace and protect the public on the territory of Kitigan Zibi in conformance with the laws in force.

ARTICLE 5 - POLICE COMMITTEE

5.01 The Police Committee:

(a) shall be made up of three members duly appointed by the Council. The Council shall ensure that the Police Committee includes one Council member and two members of the community;

(b) shall be responsible for recruiting and hiring constables in conformance with the procedure laid down in Schedule A;

(c) shall recommend appropriate measures to the Council for the improvement of the police force and may propose the adoption of band by-laws to improve public security in the community;

(d) may, from time to time, ask other police forces for technical assistance in recruiting police officers and for advice regarding delicate or difficult situations;

(e) shall meet on a regular basis, at least four times per year or more often if necessary;

(f) shall produce reports of its meetings, signed by all those in attendance;

(g) shall forward all agreements, recommendations and suggestions to the Council in written form, duly signed by all Committee members.

5.02 The Code of Ethics of Quebec Police Officers adopted under the Act respecting Police Organization and amending the Police Act and various legislation, SQ 1988, c 75, applies to all constables covered by this agreement.

ARTICLE 6 - MANAGEMENT LEVEL

6.01 The management level of the Police Force has been set at the autonomous management level.

6.02 Six (6) months before the expiry of this Agreement a joint assessment shall be made by the parties of the quality and management of the policing services. The mechanisms for this assessment shall be determined by agreement between the parties

6.03 This assessment shall be used for the purposes of negotiating a new agreement.

ARTICLE 7 - STAFF

7.01 The Kitigan Zibi police force shall consist of six (6) constables.

7.02 The Police Committee* appointed by the Council shall be solely responsible for recruiting and selecting the constables.

7.03 The appointment and swearing of constables shall be carried out in conformance with the procedures in effect in the Ministère de la Sécurité publique.

7.04 The Council agrees to apply the training program set out in Schedule B as a prerequisite to the hiring of its constables.

---

* The French text still reads "Comité de sécurité publique" here, although the name of this committee is changed to "Comité de police" in Article 5 above. - Translator

7.05 Kitigan Zibi constables shall be appointed and sworn as set out in sections 80 and 83 of the Police Act (RSQ, c P-13), with the following conditions:

(a) constables appointed in this manner may exercise their authority on the territory of Kitigan Zibi;

(b) the Kitigan Zibi constables are authorized, at the request of the Sûreté du Québec or other police force, to assist these police forces and to this end they shall retain all the powers conferred on them as constables and peace officers;

(c) the constables appointed in this manner may exercise their powers throughout the territory of Quebec in the following instances:

(i) for transportation of an inmate accused of an offence committed on the territory of Kitigan Zibi;

(ii) while actively pursuing offenders, if the pursuit was begun on the territory of Kitigan Zibi;

(iii) during an investigation conducted outside the boundaries of the territory of Kitigan Zibi in relation to an offence committed on this territory, provided:

(1) that in such cases the Council follows duly established procedures and the native police officers are aware of these procedures and respect them;

(2) that if problems arise, a request for assistance is sent to the police force in question;

(3) that the police force in question is advised of, and agrees to, any action undertaken by the Kitigan Zibi Police Force;

(4) that all investigations outside the territory of Kitigan Zibi be duly recorded in a special register; and

(5) that investigations outside the territory of Kitigan Zibi be conducted jointly with the Sûreté du Québec or the local police force, if necessary;

(d) for the purposes of this Agreement the territory shall be deemed to include Highway 105, which crosses Kitigan Zibi, Lots 1 to 16 of the Rang Front-Rivière Gatineau, and the private lots within the territory;

(e) the constables of Kitigan Zibi shall exercise their duties as employees of the Council.

7.06 The Council shall be responsible for selecting appropriate institutions for specialized training courses. If the cost of such training is greater than that allowed under this agreement, the Council shall be responsible for paying this cost.

ARTICLE 8 - FINANCE AND ADMINISTRATION

8.01 As shown in Schedule C, the budget for the police force in each fiscal year in this Agreement is as follows:

1992-1993: $405,750.00
1993-1994: $394,680.00
1994-1995: $405,443.00.

8.02 The budgets shown for the second and third year of the agreement shall be indexed annually for inflation according to the Consumer Price Index for the month of September in the preceding year, as calculated by Statistics Canada.

8.03 The budget costs shown in article 8.01 shall be shared by Canada and Quebec in the following manner:

(a) fifty-two per cent (52%) shall be paid by Canada and forty-eight per cent (48%) shall be paid by Quebec;

(b) the contributions of Canada and Quebec shall be paid directly to the Council in accordance with the administrative procedures in effect in the governments in question;

(c) for the purposes of this Agreement the payment of contributions by Canada for policing services shall be subject to approval of the necessary appropriations by Parliament;

(d) for the purposes of this Agreement the payment of contributions by Quebec for policing services shall be subject to approval of the necessary appropriations by the Conseil du trésor;

(e) the contributions paid under this Agreement shall be used solely for policing services.

8.04 The Council shall:

(a) allow the signatories to this Agreement access to the accounting records, vouchers, documents authorizing expenditures, and any other source document related to the administration of the police force. These documents shall be true copies of the original certified by the Secretary-Treasurer or the Director General of the Council;

(b) ensure that the police force submits to the appropriate authority within fifteen (15) days of the end of each month an information report on police activities identifying the number and category of criminal complaints dealt with by the force;

(c) ensure that the police force submits to the appropriate authority within four (4) months of the beginning of each fiscal year a report on police activities during the preceding year;

(d) provide the other parties within four (4) months of the end of the fiscal year with a financial report audited by an accountant consisting of a balance sheet, statement of income and expenditure and a detailed accounting of expenditures in the budget categories set out in article 8.01;

(e) provide the other parties within four (4) months of the expiry of this Agreement with a report on the condition and operations of the police force during the term of the Agreement, including the number of constables, an evaluation of staff, the problems encountered and the results obtained in relation to the objectives laid down annually;

(f) file with the parties on September 1 preceding the expiry of the agreement the budget that it would like to consider in negotiations for a further agreement.

8.05 Any surplus shall remain the property of the Council but shall be used solely for the purposes of providing policing services. The Council shall be solely responsible for any deficit.

8.06 The Council agrees to take out blanket insurance covering fire, theft and employer-employee liability for any injury suffered by a third party as a result of the actions of the constables in the police force.

ARTICLE 9 - SUPPLIES AND EQUIPMENT

9.01 The supplies and equipment purchased by the Council with the budgets allocated to it for policing services shall belong to the Council.

9.02 The Council agrees to use the supplies purchased with the budgets provided under this Agreement solely for the purposes of the police force.

SECTION 10 - TERMINATION OF AGREEMENT

10.01 The parties agree that, in the event of a breach, disagreement or other situation preventing the application of one or all of the clauses of this Agreement, they shall form a committee. This committee shall be made up of one representative of each party.

10.02 If this committee is unable to resolve the dispute within thirty (30) days of the date on which written notice of the dispute is duly served on the parties, any of the parties may terminate the agreement by giving the other parties sixty (60) days' notice of such termination.

10.03 Should this Agreement be terminated, any contributions not used shall be returned to the parties in accordance with the percentages stated in article 8.03(a).

ARTICLE 11 - TERM OF AGREEMENT

11.01 This Agreement shall take effect on April 1, 1992, and expire on March 31, 1995.

11.02 This Agreement shall not be automatically renewed.

IN WITNESS WHEREOF THE UNDERSIGNED, DULY AUTHORIZED FOR SUCH PURPOSE, HAVE SIGNED THIS AGREEMENT.

DONE AT QUEBEC CITY, this ____________________

CHIEF OF KITIGAN
ZIBI

ON BEHALF OF QUEBEC,
LE MINISTRE DE LA
SECURITE PUBLIQUE

COUNCILLOR

and by:

LE MINISTRE DELEGUE AUX
AFFAIRES AUTOCHTONES

COUNCILLOR

and by:

LE MINISTRE DELEGUE AUX
AFFAIRES
INTERGOUVERNEMENTALES
CANADIENNES

COUNCILLOR

ON BEHALF OF CANADA,
THE MINISTER OF INDIAN
AFFAIRS AND NORTHERN
DEVELOPMENT

COUNCILLOR

SCHEDULE A

PROCEDURE FOR APPOINTING AND SWEARING SPECIAL NATIVE CONSTABLES

I Application requirements

Any Indian band council wishing to appoint a special constable shall send a resolution to this effect to the Office of the Sous-ministre de la Sécurité publique.

This resolution shall contain the following:

- the name of the person whom the council wishes to have appointed a special constable;
- a statement to the effect that the band council agrees to act as the employer;
- the name of the band council responsible for directing the special constables in the performance of their duties;
- an undertaking to hire the persons approved as special constables as soon as they are appointed and sworn.

II. Procedure for appointing and swearing special constables

When he receives a resolution as described in Section I, the co-ordinator of departmental activities relating to native affairs shall check it and ensure that it complies with section I. Where appropriate, he shall send a copy of this resolution and any other relevant documentation to the Ministère de la Sécurité publique so that it may proceed to investigate the characters of the proposed candidates as soon as possible.

The appropriate authority shall then inform the coordinator of the results of its investigation and other customary checks.

- if the result of the investigation is negative, the departmental co-ordinator shall inform the band council;
- if the result of the investigation is positive, the departmental co-ordinator shall prepare the approval form of the Ministère de la Securité publique for the Deputy Minister's signature.

The departmental co-ordinator shall send the original document containing this signed approval and the appointment and swearing forms to the appropriate authority so that they may make the necessary arrangements with the Court in the Judicial District in question to proceed to appoint and swear the designated candidates.

As soon as the special constable has been appointed and sworn, the registrar shall file a copy of this document in the registry of the court in question and send a copy to the special constable appointed in this manner. The Registrar shall return a duly completed copy to the co-ordinator of native affairs in the Ministère de la Securité publique.

The co-ordinator of native affairs shall confirm to the band council the appointment and swearing of the special constable by sending it a copy of the act attesting to his appointment and swearing.

III. Assignment to another community

No native constable may be assigned to a community other than that or those referred to in the document certifying his appointment unless this document is amended in accordance with the procedure laid down in section II.

IV. Minister's discretionary powers

A resolution of a band council designed to propose terms and conditions relating to the appointment of a special constable shall not in any way be binding upon the Minister, who reserves the right to amend these specifications as necessary or to refuse to approve the applications submitted.

SCHEDULE B

TRAINING OF KITIGAN ZIBI NATIVE CONSTABLES ALREADY IN THE COUNCIL'S EMPLOY

Before native constables are awarded the basic training equivalency diploma, they must take training or skills upgrading courses in the following areas:

- Criminal Code and Charter of Rights
- Quebec Highway Safety Code
- physical fitness
- Defendo (special techniques)
- driving of an emergency vehicle
- police intervention in crisis situations
- CRPQ (Quebec police information centre)
- report writing
- patrol techniques
- emergency medical care
- French.

The details of the training (duration, number of persons, dates and so forth) shall be determined by the Council and the Quebec Police Institute.

Training costs shall be paid by the Council.

SCHEDULE C

BUDGET

BUDGETARY FORECASTS
MANIWAKI

DIRECT COSTS	1992-93	1993-94	1994-95
Salaries and fringe benefits	[see French text for figures]		
Salaries of 6 constables			
Chief constable's bonus (9%)			
Lump sum			
Secretary			
Unemployment insurance (3.9%)			
CSST (1.8%)			
Group insurance			
SUB-TOTAL SALARIES			
Other operating expenditures			
RENTAL			
Lease ($1,300 x month)			
Telecommunications			
EQUIPMENT AND SUPPLIES			
Tires and parts			
Clothing			
Gas and oil			
Office supplies			
PROFESSIONAL SERVICES			
Car insurance			
Audit			
Public liability insurance			
Registration			
Custodial			
Bank charges			
TRAINING			
Basic training of candidates appointed			
Specialized training			
TOTAL OPERATING EXPENSES			
Capital			
Vehicles			
Breathalyser			
Mini fingerprint kit			
TOTAL CAPITAL			
TOTAL DIRECT COSTS			
INDIRECT COSTS			
Administrative costs (2.5% of direct costs)			
GRAND TOTAL			

ANNEXE "J"

FORMATION DES CONSTABLES AUTOCHTONES DE KITIGAN ZIBI DEJA A L'EMPLOI DU CONSEIL

Pour que les constables autochtones se voient accréditer le diplôme de la formation de base par équivalence, ils devront recevoir une formation et/ou une mise à jour de leurs connaissances dans les domaines suivants:

- Code criminel et Charte des droits
- Code de sécurité routière
- Conditionnement physique
- Défendo (techniques particulières)
- Conduite de véhicule d'urgence
- Intervention policière en situation de crise
- C.R.P.Q.
- Rédaction de rapports
- Techniques de patrouille
- Soins d'urgence
- Français

Les modalités de formation (périodes, nombre de personnes, dates, etc.) seront déterminées entre le Conseil et l'Institut de police.

Les coûts de formation sont à la charge du Conseil.

3 février 1992

ENTENTE SUR LES SERVICES POLICIERS
A
KITIGAN ZIBI ANISHINABEG

(ci-après appele "Kitigan Zibi")

ENTRE

LE CONSEIL DE BANDE DE KITIGAN ZIBI ANISHINABEG
(ci-après appele le "Conseil de Kitigan Zibi")

PARTIE DE PREMIERE PART

ET

LE GOUVERNEMENT DU CANADA
représenté par le ministre des Affaires indiennes
et du Nord canadien
(ci-après appelé le "Canada")

PARTIE DE DEUXIEME PART

ET

LE GOUVERNEMENT DU QUÉBEC
représenté par le ministre de la Sécurité publique,
le ministre délégué aux Affaires autochtones et
le ministre délegue aux Affaires intergouvernementales canadiennes
(ci-apres appelé le "Québec")

PARTIE DE TROISIEME PART

ATTENDU que le Canada, le Quebec et le Conseil de Kitigan Zibi s'entendent pour maintenir les services policiers dans la communauté algonquine de Kitigan Zibi, à l'interieur d'un cadre légal et administratif qui conserve au Canada sa juridiction et sa responsabilité fiduciaire à l'égard des autochtones et au Quebec sa juridiction et sa responsabilité en matiere de maintien de l'ordre et de la sécurite publique sur le territoire quebecois, et au Conseil de Kitigan Zibi, sa juridiction legale sur son territoire.

ATTENDU qu'il y a lieu d'accroître l'autonomie du Conseil algonquin de Kitigan Zibi en matière de services policiers.

ATTENDU qu'il y a lieu, à cet effet, de conclure une entente entre le gouvernement du Canada, le gouvernement du Quebec et le Conseil de Kitigan Zibi.

ATTENDU que cette entente n'a pas pour effet de modifier ni de porter atteinte de quelque façon aux droits ancestraux, aux droits issus de traités, aux droits constitutionnels ou tout autre droit, privilège ou liberté qui reviennent ou pourraient revenir à l'une ou l'autre des parties concernees.

LES PARTIES CONVIENNENT:

ARTICLE 1 - PRÉAMBULE ET ANNEXES

Le préambule ainsi que les annexes font partie intégrante de l'entente.

ARTICLE 2 - DÉFINITIONS

Dans la présente entente, et à moins que le contexte n'indique un sens différent, les mots et expressions qui suivent désignent:

2.01 Service de police: désigne l'ensemble des services policiers dispensés par les constables de la communauté de Kitigan Zibi sur le territoire ci-après désigné:

Le territoire limité à l'est par la rivière Desert, la rivière Gatineau et la ville de Maniwaki, au nord-ouest par la rivière de l'Aigle (affluent de la Rivière Desert) à l'ouest par le canton de Béliveau, au sud-ouest par le canton de Church et au sud par le canton de Bouchette.

La description territoriale qui précède ne vaut que pour les fins de la présente entente. Elle est également faite sans préjudice aux positions respectives du Canada, du Québec et du Conseil quant aux limites territoriales réelles de la réserve.

2.02 Constable: désigne une personne nommée et assermentée constable et agent de la paix conformément aux articles 80 et 83 de la Loi de police (L.R.Q., chap. P-13), incluant le constable-chef et le ou les surnuméraires.

2.03 Autonomie de gestion: désigne l'administration des services policiers qui se fait entièrement par le Conseil qui en a la pleine responsabilité. C'est le Conseil qui détermine les priorités de dépenses en fonction du budget approuvé par cette entente. Le Conseil peut faire des aménagements à l'intérieur du budget approuvé.

ARTICLE 3 - OBJET

3.01 Cette entente a pour objet le maintien des services policiers dans la communauté algonquine de Kitigan Zibi.

ARTICLE 4 - OBJECTIF DES SERVICES POLICIERS

4.01 L'objectif premier des services policiers est le maintien de l'ordre, de la paix et de la protection publique sur le territoire de Kitigan Zibi, conformément à l'ensemble des lois en vigueur.

ARTICLE 5 - COMITÉ DE POLICE

5.01 Le Comité de police:

a) est composé de trois (3) membres dûment nommés par le Conseil. Le Conseil s'assure que le Comité de police est composé d'un membre du Conseil et de deux (2) membres de la communauté;

b) est responsable du recrutement et de l'embauche des constables conformement à la procedure indiquee a l'annexe A;

c) recommande au Conseil les mesures appropriees pour ameliorer le service de police et peut proposer l'adoption de reglements de bande pour ameliorer la protection publique dans la communauté;

d) peut, de temps à autre, demander l'assistance technique de la Sûreté du Québec ou d'autres corps policiers pour l'aider dans le recrutement des policiers et le conseiller dans les situations délicates et difficiles;

e) se réunira sur une base régulière ou plus souvent si cela est necessaire. Un minimum de quatre (4) réunions par annee doit être tenu;

f) tiendra des comptes rendus de ces délibérations qui seront signes par tous les participants;

g) enverra au Conseil sous forme écrite et dûment signées par tous les membres du Comité toutes les ententes, recommandations et suggestions appropriées.

5.02 La Code de déontologie des policiers du Québec adopté en vertu de la Loi sur l'organisation policière et modifiant la Loi de police et diverses dispositions législatives (1988, c. 75) s'applique a tous les constables vises par cette entente.

ARTICLE 6 - GESTION

6.01 Le Conseil a la pleine autonomie de gestion des services policiers.

6.02 Six (6) mois avant la fin de cette entente, une evaluation conjointe sera faite par les parties sur la qualité et la gestion des services policiers. Les mecanismes de cette evaluation seront etablis par un accord entre les parties.

6.03 Cette évaluation servira aux fins de la negociation d'une nouvelle entente.

ARTICLE 7 - PERSONNEL

7.01 Les services policiers de Kitigan Zibi seront dispensés par six (6) constables.

7.02 Le recrutement et la sélection des constables sont sous l'entière responsabilite du Comite de police etabli par le Conseil.

7.03 La nomination et l'assermentation des constables se feront selon les procédures en vigueur au ministere de la Sécurité publique.

7.04 Le Conseil s'engage à respecter le programme de formation tel que décrit à l'annexe "B" pour les constables actuellement a son emploi et evalues par l'Institut de Police du Quebec.

7.05 La nomination et l'assermentation des constables de Kitigan Zibi se feront conformement aux articles 80 et 83 de la Loi de police (L.R.Q., chap. P-13) avec les spécifications suivantes:

les constables ainsi nommes pourront exercer leurs pouvoirs sur le territoire de Kitigan Zibi. A cette fin, le territoire inclut la route 105 qui traverse Kitigan Zibi et les lots 1 à 16 du Rang Front-Rivière Gatineau et les lots privés a l'interieur du territoire;

b) les constables de Kitigan Zibi sont autorisés, à la demande de la Sûrete du Quebec ou d'un autre corps policier, à porter assistance à ces derniers et ils conservent à cet effet tous les pouvoirs qui leur sont devolus a titre de constables et d'agents de la paix;

c) les constables ainsi nommés pourront exercer leurs pouvoirs sur tout le territoire de la province dans les cas suivants:

i) lors du transport d'un prévenu étant accusé en vertu d'une infraction commise sur le territoire de Kitigan Zibi;

ii) lors d'une poursuite active initiée sur le territoire de Kitigan Zibi;

iii) lors d'une enquête, hors des limites du territoire de Kitigan Zibi, sur un crime commis a l'interieur de ce territoire et ce, a condition:

1) que le Conseil adopte une procédure à ce sujet et que celle-ci soit connue des constables qui doivent s'y conformer;

2) que le corps de police concerné soit avisé et ait donné son accord sur toute action entreprise par les constables de Kitigan Zibi;

3) qu'en cas de difficultes, la procédure prevoit la demande de l'assistance du corps de police concerne;

4) que ces enquêtes en dehors des limites du territoire de Kitigan Zibi soient dûment consignees dans un registre specialement tenu a cet effet;

5) que les enquêtes en dehors des limites du territoire de Kitigan Zibi soient menees conjointement avec la Sûrete du Quebec ou le corps de police local;

d) les constables de Kitigan Zibi exerceront leurs fonctions a l'emploi du Conseil.

7.06 Le Conseil doit s'assurer de la disponibilité des cours de formation aupres de l'Institut de police du Quebec. Dans le cas où les cours desires par le Conseil ne sont pas disponibles a l'Institut de police du Quebec, le Conseil peut choisir l'école de formation qu'il desire. Si les coûts d'une telle formation etaient superieurs a ceux octroyes par la presente entente, ils seront assumés par le Conseil.

ARTICLE 8 - FINANCE ET ADMINISTRATION

8.01 Le budget pour chacune des annees financieres de la présente entente, tel que decrit a l'annexe "C", est de:

1992-1993: 405 750,00 $
1993-1994: 394 680,00 $
1994-1995: 405 443,00 $

8.02 Les budgets indiques a la deuxieme et troisieme année de l'entente seront indexés selon l'indice d'augmentation des prix à la consommation du mois de septembre de l'année précédente tel qu'etabli par Statistiques Canada.

8.03 Le Canada et le Québec partageront les coûts du budget indiqué à l'article 8.01 selon les modalites suivantes:

a) cinquante-deux pour cent (52%) paye par le Canada et quarante-huit pour cent (48%) paye par le Quebec;

b) le Canada et le Québec verseront directement leur contribution respective au Conseil selon les modalités administratives en vigueur dans les administrations concernees;

c) pour les fins de cette entente, les paiements de fonds faits par le Canada pour les services policiers sont sujets à l'approbation des credits par le Parlement;

d) pour les fins de cette entente, les paiements de fonds faits par le Quebec pour les services policiers sont sujets à l'approbation des credits par le Conseil du tresor.

8.04 Les fonds verses pour cette entente doivent servir uniquement aux fins du service de police.

8.05 Le Conseil doit:

a) permettre au Quebec et au Canada l'acces aux registres comptables, pieces justificatives, ecrits approuvant les depenses et tout autre acte ou document relie a l'administration du service de police. Ces documents devront être une copie certifiée conforme à l'original par le secretaire-tresorier ou le directeur general du Conseil;

b) s'assurer que le constable-chef soumettra au ministère de la Securite publique dans les quinze (15) jours apres la fin de chaque mois, un rapport d'information d'activites policieres identifiant le nombre et la categorie de plaintes criminelles traitees;

c) s'assurer que le constable-chef soumettra au ministere de la Securite publique, dans les quatre (4) mois apres le debut de chaque annee, un rapport d'activites policieres pour l'annee anterieure;

d) fournir aux autres parties, dans les quatre (4) mois qui suivent la fin de l'année financiere, un rapport financier verifie par un expert-comptable, comprenant un bilan, un état des revenus et des dépenses, de méme qu'un état detaille de l'utilisation des sommes allouees dans le budget mentionne a l'article 8.01;

e) fournir aux autres parties, dans les quatre (4) mois qui suivent la fin de la presente entente, un rapport sur la gestion des services policiers pendant l'entente comprenant la situation des effectifs, l'evaluation du personnel, les problemes rencontres et les resultats obtenus par rapport aux objectifs fixés annuellement;

f) déposer auprès des parties, le 1er septembre precédant la fin de l'entente, le budget qu'il voudrait voir negocier pour la conclusion d'une autre entente.

8.06 Le surplus demeure la propriété du Conseil mais devra être utilise pour les fins des services policiers seulement. Le deficit demeure l'entiere responsabilite du Conseil.

8.07 Le Conseil s'engage à souscrire à une assurance generale feu-vol, incluant une assurance responsabilite employeur-employe, à l'égard des prejudices pouvant être causes aux tiers par les constables.

ARTICLE 9 - MATÉRIEL ET ÉQUIPEMENT

9.01 Le materiel et les équipements achetés par le Conseil avec les budgets qui lui sont accordes pour les services policiers lui appartiennent.

9.02 Le Conseil s'engage à utiliser le matériel achete avec les budgets de la présente entente aux fins des services policiers seulement.

ARTICLE 10 - RÉSILIATION DE L'ENTENTE

10.01 Si un manquement, mésentente ou autre situation empêche l'application de l'une ou de l'ensemble des clauses de cette entente, les parties conviennent de former un comité, composé d'un representant de chacune des parties, en vue de solutionner celui-ci.

10.02 Si le comité n'arrive pas à regler le litige dans les trente (30) jours de sa denonciation ecrite, et dûment signifiee aux parties, un preavis de soixante (60) jours doit être transmis par l'une des parties aux autres parties declarant la resiliation de la presente entente.

10.03 Advenant la resiliation de l'entente, les argents non utilises seront retournes aux parties selon le pourcentage indique à l'article 8.03 (a).

ARTICLE 11 - PÉRIODE DE L'ENTENTE

11.01 Cette entente prend effet à compter du 1er avril 1992 et se termine le 31 mars 1995.

11.02 Il n'y a pas de tacite reconduction de la presente entente.

EN FOI DE QUOI LES PARTIES DUMENT AUTORISEES A CET EFFET ONT SIGNE:

FAIT A QUEBEC, le 20 mars 1992.

CHEF DE KITIGAN
ZIBI

Claude Ryan
POUR LE QUEBEC, represente
par le MINISTRE DE LA
SECURITE PUBLIQUE

et par:

LE MINISTRE DELEGUE AUX
AFFAIRES AUTOCHTONES

et par:

LE MINISTRE DELEGUE AUX
AFFAIRES INTERGOUVERNEMENTALES
CANADIENNES

POUR LE CANADA, represente
par le MINISTRE DES AFFAIRES
INDIENNES ET DU NORD CANADIEN

ANNEXE "A"

PROCEDURE CONCERNANT LA NOMINATION ET L'ASSERMENTATION DES CONSTABLES SPECIAUX AUTOCHTONES

I. Formalités de la demande

Tout conseil de bande indienne qui desire faire nommer un constable special doit faire parvenir une resolution a cet effet au Bureau du Sous-ministre de la Securité publique.

Cette resolution doit contenir les elements suivants:

- le nom de la personne que le Conseil desire voir nommer constable special;
- la mention que le conseil de bande accepte de se constituer l'employeur;
- la désignation du conseil de bande responsable d'assumer la direction des constables speciaux dans l'exercice de leurs fonctions;
- une promesse d'embauche des personnes reçues constable spécial et ce, dès leur nomination et leur assermentation.

II. Procédure de nomination et d'assermentation des constables spéciaux

Lorsqu'il reçoit une résolution telle qu'indiquée à la section I, le coordonnateur des activités ministérielles en milieu autochtone verifie et s'assure que la resolution est conforme à la section I. Le cas échéant, il achemine à la Sûreté du Quebec une copie de cette résolution et tout autre document pertinent pour qu'elle procede, dans les plus brefs délais, à l'enquête de caractere des candidats proposes.

Par la suite, la Sûreté du Quebec fait connaître au coordonnateur les resultats de cette enquête et des autres verifications d'usage:

- si l'enquête s'avère negative, le coordonnateur ministériel en informe le conseil de bande;
- si l'enquête s'avère positive, le coordonnateur ministériel prepare la formule d'approbation du ministere de la Securite publique à être signee par le Sous-ministre.

La coordonnateur ministériel achemine le document original de cette approbation signee et les formules de nomination et d'assermentation à la Sûrete du Quebec afin qu'elle prenne les arrangements necessaires aupres de la Cour du district judiciaire concerné afin de proceder a la nomination et à l'assermentation des candidats designes.

Dès que la nomination et l'assermentation du constable spécial sont completées, le greffier depose un exemplaire de ce document au greffe du tribunal concerne et en remet un exemplaire au constable special ainsi nommé. Le greffier en retourne un exemplaire dûment rempli au coordonnateur des affaires autochtones du ministere de la Sécurite publique.

La coordonnateur des affaires autochtones confirme au conseil de bande la nomination et l'assermentation du constable spécial en leur faisant parvenir une copie de son acte de nomination et d'assermentation.

III. Affectation dans une autre communauté

Aucun constable autochtone ne peut être affecte à une autre communaute que celle(s) mentionnee(s) dans son acte de nomination a moins que celui-ci ne soit modifie conformement à la procedure prevue a la section II.

IV. Pouvoirs discrétionnaires du Ministre

La resolution d'un conseil de bande visant à proposer les spécifications afferentes à la nomination d'un constable spécial ne lie aucunement le Ministre qui conserve le droit de modifier au besoin ces specifications ou de refuser l'approbation des candidatures soumises.

ANNEXE "B"

FORMATION DES CONSTABLES AUTOCHTONES DE KITIGAN ZIBI DEJA A L'EMPLOI DU CONSEIL

Pour que les constables autochtones se voient accrediter le diplôme de la formation de base par equivalence, ils devront recevoir une formation et/ou une mise a jour de leurs connaissances dans les domaines suivants:

. Code criminel et Charte des droits

. Code de sécurite routière

. Conditionnement physique

. Défendo (techniques particulières)

. Conduite de véhicule d'urgence

. Intervention policière en situation de crise

. C.R.P.Q.

. Redaction de rapports

. Techniques de patrouille

. Soins d'urgence

. Français

Les modalités de formation (periodes, nombre de personnes, dates, etc.) seront determinees entre le Conseil et l'Institut de police.

Les coûts de formation sont à la charge du Conseil.

ANNEXE "C"

PREVISIONS BUDGETAIRES

	1992-93	1993-94	1994-95
FRAIS DIRECTS			
Salaires et bénéfices marginaux			
Salaires de 6 constables (39 015,00)	234 090,00	234 090,00	234 090,00
Prime du constable-chef (9%)	3 511,00	3 511,00	3 511,00
Montant forfaitaire	19 000,00	19 000,00	19 000,00
Secretaire	19 500,00	19 500,00	19 500,00
Assurance chômage (3.9%)	10 100,00	10 100,00	10 100,00
C.S.S.T. (1.8%)	4 680,00	4 680,00	4 680,00
Assurance groupe	4 113,00	4 113,00	4 113,00
SOUS-TOTAL DES SALAIRES	294 994,00	294 994,00	294 994,00
Autres depenses operationnelles			
LOCATION			
Loyer (1 300,00/mois)	15 600,00	15 600,00	15 600,00
Télécommunications	5 250,00	5 250,00	5 250,00
	20 850,00	20 850,00	20 850,00
ÉQUIPEMENTS ET APPROVISIONNEMENT			
Pneus et pièces	1 800,00	1 800,00	1 800,00
Habillement	4 000,00	4 000,00	4 000,00
Essence et huile	17 000,00	17 000,00	17 000,00
Matériel de bureau	3 000,00	3 000,00	3 000,00
	25 800,00	25 800,00	25 800,00
SERVICES PROFESSIONNELS			
Assurance auto	4 260,00	4 260,00	4 260,00
Vérification et audition	800,00	800,00	800,00
Assurance responsabilite publique	1 300,00	1 300,00	1 300,00
Immatriculation	450,00	450,00	450,00
Gardiennage	1 000,00	1 000,00	1 000,00
Frais bancaires	100,00	100,00	100,00
	7 910,00	7 910,00	7 910,00
FORMATION			
Formation de base des candidats en place	24 000,00	24 000,00	24 000,00
Formation spécialisée	2 000,00	2 000,00	2 000,00
TOTAL DES DEPENSES OPÉRATIONNELLES	80 560,00	80 560,00	80 560,00
Capital			
Véhicules	20 000,00	5 500,00	20 000,00
Alcootest		4 000,00	
Mini trousse d'empreinte	300,00		
TOTAL DU CAPITAL	20 300,00	9 500,00	20 000,00
TOTAL DES FRAIS DIRECTS	395 854,00	385 054,00	395 554,00
FRAIS INDIRECTS			
Frais d'administration (2.5% des frais directs)	9 896,00	9 626,00	9 889,00
GRAND TOTAL	405 750,00	394 680,00	405 443,00
Canada (52%)	210 990,00	205 234,00	210 830,00
Québec (48%)	194 760,00	189 446,00	194 613,00

SECTION 5

SIX NATIONS REGIONAL
POLICING AGREEMENT
1991 - 1996

CANADA

ONTARIO

SIX NATIONS

INDIAN COMMISSION OF ONTARIO
(416) 973 - 6390

March 30, 1992

TABLE OF CONTENTS

SUBJECT ..... PAGE

Recital 2

Preamble 3

Definitions 4

Relationship to the Ontario First Nations Policing Agreement 5

Six Nations Police 6

Six Nations Police Commission 7

  Membership 7

  Duties 8

  Costs 8

Appointment of Constables 9

Appointment of Chief of Police and Management Structure 10

Discipline and Complaints 10

Training 10

Dress Code 11

Salary 11

Complement 11

Financial Arrangements 11

Interpretation 14

Amendment 15

Commencement 15

Termination 15

Evaluation 16

Schedule "A" 18

AGREEMENT made in triplicate this 30th day of March, 1992

AMONG:

HER MAJESTY THE QUEEN
IN RIGHT OF CANADA
as represented by the
Minister of Indian Affairs
and Northern Development
and the Solicitor General
hereinafter referred to
as "CANADA"

OF THE FIRST PART

- and -

HER MAJESTY THE QUEEN
IN RIGHT OF THE PROVINCE
OF ONTARIO as
represented by the
Solicitor General hereinafter
referred to as "ONTARIO"

OF THE SECOND PART

- and -

THE CHIEF AND COUNCIL
OF THE SIX NATIONS OF
THE GRAND RIVER TRACT
as represented by the Chief
hereinafter referred to
as "SIX NATIONS"

OF THE THIRD PART

WHEREAS under the Constitution Acts, 1867 and 1982, Canada has legislative responsibility with respect to Indians and lands reserved for the Indians, Ontario has legislative responsibility for the administration of justice in the Province of Ontario and the aboriginal peoples of Canada have their existing aboriginal and treaty rights recognized and affirmed thereby; and,

WHEREAS the Parties hereto have, along with other parties, entered into the Ontario First Nations Policing Agreement, a multi-year Agreement on First Nations policing arrangements in the Province of Ontario; and,

WHEREAS the Parties hereto are desirous that the following policing arrangements shall apply on SIX NATIONS Territory,

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Parties hereto, in consideration of the mutual covenants hereinafter set out, agree as follows:

Definitions

1. (a) In this Agreement, including this paragraph, the recital of the Parties hereto and the preamble, unless otherwise stated or the context otherwise requires it:

"Chief of Police" means the person appointed pursuant to paragraph 6 of this Agreement by the Six Nations Police Commission to be the Chief of Police of the Six Nations Police.

"Six Nations Constable" means a First Nations Constable appointed under the Police Services Act of Ontario and pursuant to paragraph 5 of this Agreement.

"Six Nations Police Commission" means the body appointed pursuant to paragraph 4 of this Agreement.

"Six Nations Police" means the body of Six Nations Constables and civilian staff appointed to carry out the duties and seek to attain the objectives set out in paragraph 3 of this Agreement.

"Six Nations Territory" means "reserve" as defined in the Indian Act of Canada, which reserve is set apart for the use of Six Nations members and shall include all those lands set apart for the use of Six Nations by Her Majesty the Queen in Right of Canada and such other lands as, by negotiation, litigation or otherwise, are set apart for the use of Six Nations members by Her Majesty the Queen in Right of Canada.

(b) All terms defined in the Ontario First Nations Policing Agreement shall bear the same meanings in this Agreement unless otherwise defined herein or otherwise required by the context in which they are herein used.

(c) The definition of "Six Nations Territory" used herein applies only to this Agreement and does not necessarily reflect the meaning ascribed to that expression by Six Nations for any other purpose.

Relationship to the Ontario First Nations Policing Agreement

2. (a) This Agreement is made pursuant to the Ontario First Nations Policing Agreement. Except to the extent that this Agreement expressly makes arrangements otherwise, all of the provisions of the Ontario First Nations Policing Agreement apply to this Agreement.

(b) In the event that the Ontario First Nations Policing Agreement is executed after the execution of this Agreement, the Six Nations Police and the Six Nations Police Commission shall obtain the benefit of any enhancement in First Nations policing arrangements therein contained.

Six Nations Police

3. (a) The Six Nations Police was established under the provisions of an agreement among the Parties hereto dated March 2, 1989 and is hereby continued.

(b) The objectives of the Six Nations Police shall be to:

(i) maintain law and order;

(ii) protect life and property; and

(iii) implement preventive policing services in a community-oriented manner.

(c) In order to meet these objectives the Six Nations Police shall focus its duties on:

(i) crime prevention;

(ii) the arrest and prosecution of offenders;

(iii) the recovery of stolen and missing property;

(iv) providing assistance to the sick and injured;

(v) the enforcement of band by-laws; and

(vi) acting as a facilitator or referral contact in the delivery of non-policing services.

Six Nations Police Commission

Membership:

4. (a) The Six Nations Police Commission was established under the provisions of an agreement among the Parties hereto dated March 2, 1989 and is hereby continued.

(b) The Six Nations Police Commission shall comprise six members appointed by the Six Nations Council of whom four shall not be elected members of the said Council.

(c) Ontario shall, at the request of the Six Nations Police Commission, appoint a non-voting representative to serve the Six Nations Police Commission in a technical and liaison capacity.

Duties:

(d) It shall be the duty of the Six Nations Police Commission to employ the police and civilian members of the Six Nations Police and, in consultation with the Chief of Police, to provide planning, direction and policy for the Six Nations Police in connection with the attainment of the objectives and performance of the duties set out in this Agreement or by further agreement of the Parties hereto.

(e) There shall be no interference by the Six Nations Police Commission or the Six Nations Council in the investigative or prosecutoral function or in the operational decisions or day-to-day operations of the Six Nations Police.

(f) Functions recognized by this Agreement as belonging to the Six Nations Police Commission or the Six Nations Council are exercisable only by that Commission or Council and not by their members acting as individuals.

Costs:

(g) The estimated costs of operating the Six Nations Police Commission during each year of the term of this Agreement is set out in Schedule "A" attached hereto.

(h) Ontario shall continue to provide liability insurance coverage for members of the Six Nations Police acting lawfully in the execution of their duties.

Appointment of Constables

5. With the expressed approval of the Six Nations Police Commission, which shall be responsible for hiring employees, the Commissioner may appoint a person as a First Nations Constable for the purpose of serving in the Six Nations Police.

Appointment of Chief of Police and Management Structure

6. The Six Nations Police Commission shall appoint a Chief of Police and sufficient supervisors from among qualified Six Nations Constables in order to manage the operations of the Six Nations Police in an efficient and effective manner.

Discipline and Complaints

7. Six Nations Constables shall, as a condition of employment and continuation of employment, sign terms and conditions thereof which shall include an on-going obligation to comply with the discipline and public complaint procedure as prescribed by the Six Nations Police Commission in consultation with the Solicitor General for the Province of Ontario.

Training

8. Six Nations Constables shall receive police training at the O.P.P. College, at the Ontario Police College and at detachments of the O.P.P. Where any other agency is recognized for training purposes by the Six Nations Police Commission such recognition may be reviewed by the Commission.

Dress Code

9. The uniform to be worn by the Six Nations Police shall be as prescribed by the Six Nations Police Commission in consultation with the Solicitor General for the Province of Ontario.

Salary

10. (a) Subject to sub-paragraph 10(b) of this Agreement, the salaries and fringe benefits paid to the Six Nations Police shall be as provided for in Schedule "A" to this Agreement.

(b) Sub-paragraph 10(a) of this Agreement shall be without prejudice to future scrutiny and review, by the Parties hereto or others, of the salaries and fringe benefits to be paid to the Six Nations Police.

Complement

11. The estimated police and civilian complements of the Six Nations Police during the term of this Agreement are set out in Schedule "A" to this Agreement.

Financial arrangements

12. (a) All of the costs incurred in the execution of this Agreement during each of the fiscal years ending March 31, 1992 to 1996 respectively, are set out in Schedule "A" to this Agreement, subject always to the necessary grant of authority from and appropriation of resources by Parliament or the Legislature as the case may be.

(b) It is understood by the Parties hereto that Schedule "A" contains only estimates of expenditures on Six Nations policing operations and the Six Nations Police Commission under this Agreement during the 1991/92 to 1995/96 fiscal years and that the actual expenditures thereon will be ascertained in due course, by following the procedures described in paragraphs 13 to 15 (inclusive) of this Agreement, where appropriate.

(c) The Six Nations Police Commission shall submit to Canada and Ontario by August 30, in each of the fiscal years 1991 to 1994 inclusive, the estimated budget for the Six Nations Police and the Six Nations Police Commission for each next succeeding fiscal year, to permit discussion of perceived deviations from the estimates shown in Schedule "A" to this Agreement.

13. (a) The maximum costs of Six Nations policing arrangements and the operation of the Six Nations Police Commission, as estimated by Six Nations Police Commission, are set out in Schedule "A". Payments made by Ontario to the Six

Nations Police Commission will be based on the actual cost of the above activities but will not exceed those set out in Schedule "A".

(b) Ontario shall make quarterly payments of the whole amount due, in advance, to the Six Nations Police Commission and shall seek reimbursement of Canada's share, from Canada through the Ontario First Nations Policing Agreement based upon the accounting of expenditures referred to in paragraph 14 of the Agreement.

14. (a) Not more than thirty days following the end of each quarter, the Six Nations Police Commission shall provide to Canada and Ontario:

i) an accounting of the expenditures made for each preceding quarter in execution of this Agreement;

ii) billings for the next quarter's costs; and

iii) a revised budget, if necessary.

(b) Such reporting shall be prepared by the Six Nations Police Commission in a form satisfactory to Canada and Ontario.

15. (a) Independent auditors may be appointed by Canada or Ontario at their own expense to review the financial records maintained by the Six Nations Police Commission to ensure that funds are being managed within the provisions of this Agreement and that generally accepted accounting principles and practices have been consistently applied in the maintenance of financial records. All necessary adjustments shall be made within 60 days after March 31 of each fiscal year covered by the Agreement.

(b) Canada or Ontario, as the case may be, shall provide to the other Parties hereto any reports made by independent auditors appointed under subparagraph 15(a) herein.

(c) As soon as practicable after the end of each fiscal year, where the actual costs were less than those estimated in Schedule "A", the Six Nations Police Commission and Ontario will settle by cheque the difference between the estimated and actual costs of this Agreement in order that Ontario may ascertain the actual cost to be billed to Canada as its share of the costs under this Agreement.

Interpretation

16. Nothing in this Agreement shall be construed so as to affect in any way the aboriginal, treaty, constitutional or other rights, privileges or freedoms which have accrued to or may accrue to the SIX NATIONS or its members regardless of whether such rights, privileges or freedoms are recognised, established or defined before or after the execution of this Agreement.

Amendment

17. (a) This Agreement may be amended from time to time by agreement of the Parties hereto in writing.

(b) Any renegotiation required before amendments are made shall utilize the Indian Commission of Ontario process unless the Parties hereto agree to other procedures.

Commencement

18. (a) This Agreement, except paragraphs 12 to 15 inclusive, shall commence on April 1, 1991.

(b) Paragraphs 12 to 15 of this Agreement shall commence on a date, to be agreed by the Parties hereto, when the Six Nations Police Commission takes over financial management of the Six Nations Police from the O.P.P.

Termination

19. (a) Subject to subparagraph 19(b), this Agreement shall terminate on March 31, 1996 provided that it may be renewed or extended on terms and conditions agreed to in writing by the Parties hereto and until such renewal or extention is executed the provisions of this Agreeement shall prevail.

(b) In the event that jurisdictional, constitutional or related arrangments between the Parties hereto were to be changed during the term of this Agreement in a manner which alters the nature of the current relationships between the Parties hereto, the provisions of this Agreement would remain in effect to ensure continuity of police services until the Parties hereto could make alternative arrangements to take account of such new jurisdictional, constitutional or related circumstances.

Evaluation:

20. (a) The operation and administration of all of the arrangements under this Agreement shall be evaluated during the final six months of the fourth fiscal year of this Agreement by a process acceptable to the Parties hereto so that an evaluation report may be considered by the Parties hereto during the first quarter of the final fiscal year, with a view to a decision being made on future First Nations policing arrangements on Six Nations Territory.

(b) The financing of the evaluation referred to in sub-paragraph 20(a) shall be provided as to 52% by Canada and 48% by Ontario as set out in Schedule "A" to the Ontario First Nations Policing Agreement.

IN WITNESS WHEREOF this Agreement has been executed on behalf of Canada, by

MINISTER OF INDIAN AFFAIRS
AND NORTHERN DEVELOPMENT

Doug. Lewis

SOLICITOR GENERAL

and on behalf of Ontario, by

SOLICITOR GENERAL

MINISTER RESPONSIBLE FOR
NATIVE AFFAIRS

and on behalf of Six Nations, by

CHIEF

SCHEDULE "A"

SIX NATIONS REGIONAL POLICING AGREEMENT

ESTIMATED EXPENDITURES 1991/92 to 1995/96

ESTIMATED OPERATING COSTS (POLICING OPERATIONS)

Fiscal Year	Maximum Police No.	Maximum Civilian No.	Costs per Constable	Canada's Share	Ontario's Share	Total
1991/92	16	1.5	$ 76,447	$635,960	$587,040	$1,223,000
1992/93	16	2	74,360	618,800	571,200	1,190,000
1993/94	17	3	74,643	659,880	609,120	1,269,000
1994/95	18	7	81,013	758,160	699,840	1,458,000
1995/96	19	7	90,195	891,280	822,720	1,714,000

ESTIMATED OPERATING COSTS
SIX NATIONS POLICE COMMISSION

Fiscal Year	Canada's Share	Ontario's Share	Total
1991/92	$ 57,800	$ 53,300	$111,100
1992/93	60,700	56,000	116,700
1993/94	63,700	58,800	122,500
1994/95	66,900	61,700	128,600
1995/96	70,200	64,800	135,000

ESTIMATED CAPITAL COSTS

Fiscal Year	Canada's Share	Ontario's Share	Total
1991/92			$ 15,000
1992/93	Already included in costs per constable yearly rental agreement plus 6 per cent.		15,900
1993/94			16,854
1994/95			17,865
1995/96			18,937

Schedule "A"(Cont.)

ESTIMATED BREAKDOWN OF ESTIMATED COSTS PER CONSTABLE FOR EACH FISCAL YEAR OF THE AGREEMENT

Fiscal Year	1991/92	1992/93	1993/94	1994/95	1995/96
Training	$ 941	$ 1,590	$ 1,232	$ 859	$ 722
Liaison and Coach Officer	4,539	3,608	3,647	3,589	3,578
Administration	4,691	3,937	4,011	3,949	3,930
Transportation and Communications	1,355	1,896	1,617	1,418	1,441
Service and Rentals	5,046	4,568	4,033	4,003	3,987
Supplies and Equipment	7,237	9,748	6,577	5,798	6,936
Salary and Benefits	45,994	42,995	47,427	54,569	61,742
Overtime	3,631	3,473	3,919	4,498	5,070
Civilian Support Staff	3,013	2,545	2,180	2,330	2,789
Totals	$ 76,447	$ 74,360	$ 74,643	$ 81,013	$ 90,195